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Class CT275

Book .W 579 A3

THE DEFENCE
OF
SIMON WILMER:

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WHICH ILLUSTRATES

INGRATITUDE,

TO EXCITE INDIGNATION;

MISFORTUNE,

TO ROUZE SYMPATHY ;

AND

FACT,

TO ESTABLISH

INNOCENCE.

*“Curst cows short horns great Jove has wisely given,
“Lest they might hurt the chosen ones of Heaven.”*

BALTIMORE:

PRINTED BY COLE AND HEWES, FOR THE AUTHOR.

1805.

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TO MY FELLOW-CITIZENS.

As the most wanton cruelties, calumnies and persecutions have been directed against me for several months past, in order to destroy me and entail disgrace on my family, I hope my fellow-citizens will permit me to trespass on their patience so far as to read the following pages: and it is then for them to decide, how far friendship has been tortured into crime, and how far ingratitude has concurred with malice in the attempt to exhibit me as a wretch unfit for existence here, and worthy of a hellish destiny hereafter.

In giving publicity to facts, I may occasionally offer to the reader some observations resulting from the succession of painful events which have occurred since the commencement of this malignant and inveterate persecution; but it is my intention to confine myself principally to record testimony, and to those characters who have ascended to the altitude of open war against me; and as I shall be necessitated to substantiate my innocence against each respective charge, I shall divide my defence into chapters. As my misfortunes originated in loaning my signature to S. Ringgold, Esq. (in 1801) I shall publish the correspondence which contains my authorities for my extensive negotiations for him and with him. I have to remark, that the exposure of confidential or commercial letters would, in most

cases, be highly dishonourable ; but when the contents of such letters, teeming with professions of sincerity and friendship, have been prostituted to the basest purposes by the writers, I flatter myself I shall stand acquitted of impropriety in public opinion for making such use of letters as circumstances may require.

✂ *Original letters in the hands of the printers.*

SIMON WILMER'S DEFENCE.

TO HIS EXCELLENCY ROBERT BOWIE, GOVERNOR
OF THE STATE OF MARYLAND,

The Petition of SIMON WILMER, of the city of Baltimore,

RESPECTFULLY REPRESENTS,

THAT for some time past he has carried on business very extensively, as a merchant, in the city of Baltimore. That he has been unsuccessful in his business and is finally ruined, being involved in debt more than he is competent at this time to pay. Your petitioner states, that it was his misfortune to enter into partnership with a certain Robert Cooke and Walter Wilson, and that upon the dissolution of the partnership, by misplaced confidence, he was involved in a debt to the said Cooke and Wilson.—Your petitioner states, that immediately after the dissolution of the said partnership, his private business called him to his farm on the Eastern Shore of this state, and that during his absence the said Cooke and Wilson, in violation of all moral obligation, made oath that your petitioner had absconded with an intent to evade the payment of his debts, and did in consequence of such oath, obtain an attachment against the property of your petitioner, thereby seizing all his household furniture, all the family of your petitioner being and remaining in the city of Baltimore.—Your petitioner states, that in a few days *after*, he returned to Baltimore, and gave bail to a very considerable amount, for all the claims

that had been brought against him.—Your petitioner states, that at the sitting of the court of oyer and terminer and general goal delivery for Baltimore county in the month of November last past, the said Cooke and Wilson of their further malice, did voluntarily offer themselves as witnesses to the grand inquest of the county, then sitting, and did cause and procure themselves to be sworn as witnesses to the said inquest, and require other witnesses to be sworn to the said inquest, and upon the *Ex parte* testimony which was given to the said grand inquest your petitioner was presented for altering and changing a certain note of the honourable Robert Wright, and by a second presentment was charged with altering and changing a certain note of Samuel Ringgold, Esq. and of passing the said two notes to the said Cooke and Wilson ; and by a third presentment was charged with altering and changing one other note of the said Samuel Ringgold, and passing the same to a certain Josias Stevenson of the city of Baltimore ; and by one other presentment was charged with altering the note of a certain Hezekiah Waters of the city of Baltimore, and of passing the same to a certain John Stricker of the city of Baltimore ; and by one other presentment was charged, in the following *very extraordinary manner*, to wit: for *negociating* a note under the signature of John Gibson, to a certain Nathan Tyson, “ which said note John Gibson says is forged.” —Your petitioner states, that as soon as the said presentments were made, his friends came forward and entered into recognizances with him and for him to meet the trial of the said charges. Your petitioner states, that indictments were preferred upon the first four presentments, but not upon the last, owing as your petitioner believes, to the same not

having been brought forward, until the grand jury was about to rise.—Your petitioner states, that as soon as the indictments were found, he offered himself for *immediate trial*; but the same could not then be had, because that the county court was commencing its session; but an adjournment was made for about two weeks, at which time he put himself upon trial of the said indictments, and was acquitted of the same, the jury not retiring from their box, in the first cases, and withdrawing for about three minutes only in the last case, which was owing to the following circumstance.—The county court upon the trial of the last indictment was sitting and had possession of the court-house, and the court of oyer and terminer had to sit in the room of a tavern, where there was no accommodation for a jury box, and no opportunity of consulting each other.—Your petitioner feels himself authorised to say, that his acquittal on these four several indictments was had upon the merits of the case, and gave satisfaction to all who heard the trial.

Your petitioner has already suggested that by misfortune and misplaced confidence, he is ruined in his circumstances and has to petition the legislature for an act of insolvency, that he may be released from debts which he is unable *wholly* to pay, and that his future labours may be the means of supporting his family.—Your petitioner begs leave to state to your excellency, that while the last mentioned presentment remains untried he cannot ask a favour of the legislature.—Had there been time to prepare an indictment, he would have gone on to his trial, but without indictment this could not be done.—Your petitioner, conscious of his own innocence, feeling that most unwarrantable means have been made use of, to devote him a victim by

malice and persecution, having taken his trial upon four similar charges, humbly prays that your excellency would grant him a *Nolli Prosequi* upon the very extraordinary presentment made against him for negotiating a note to Nathan Tyson, under the signature of John Gibson, which said note John Gibson *says is forged*.—Your petitioner would not ask this interference of your excellency, if he could have an early opportunity of trial, or if he was not under the necessity of petitioning for an act of insolvency which he cannot do, while the said charge rests upon him. He begs leave to state, that the legislature will necessarily rise, before a trial of the said charges can be had, and a year's support to his rising family will thereby necessarily be lost.—Your petitioner therefore hopes and prays that your excellency will be pleased to grant a *Nolli Prosequi*—and your petitioner will pray.

S. WILMER.

Baltimore, 14th. December, 1804.

We the subscribers, petit jurors upon the trial of all the cases within mentioned, do add our recommendation and prayer, that his excellency the governor will grant the prayer of the within petition.

Samuel Owings,	Henry Craig,
Ebenezer Wales,	Henry Browne,
William Richardson, jun.	George Poe,
Walter Crook,	John M'Kean,

*Note....*The rest of the jurors were talismen, whose signatures were also offered to me ; but I preferred those jurors who heard all the testimony in every case.

November Term, 1804.

The grand inquest for the body of Baltimore county, do upon their oaths, present SIMON WIL-

MER for negotiating to Nathan Tyson, a note under the signature of John Gibson, for \$2000 payable to Simon Wilmer sixty days after the date, which said note John Gibson says is forged, and now in the hands of Frederick Price.

GEORGE GRUNDY, *Foreman.*

Witnesses,

JOHN GIBSON,
NATHAN TYSON,
FREDERICK PRICE.

True Copy,

WM. GIBSON, *Clk.*

State of Maryland to wit.

I hereby certify that a very few days previous to the day that publicity was given to the co-partnership of "Wilmer, Cooke & Wilson," that Walter Wilson called on me to ascertain the amount of paper that I had discounted or *shaved*, out of doors for account of Mr. Wilmer, and then informed of the contemplated connection. My reply was that I must see Mr. Wilmer, and obtain his permission, which having got, I exhibited the amount of the transactions to the said Mr. Wilson, and he then informed me that it exactly corresponded with Mr. Wilmer's statement—and that all notes with Mr. Wilmer, either as payer or endorser, should in future be brought to them, and that arrangements should be made for taking them out of the market. On my calling on said Wilson to inform him that one of the said notes would become due in a few days, the said Wilson referred me to Mr. Wilmer, saying that in future he (Mr. Wilmer) was to retire those notes himself—which event extremely embarrassed Mr. Wilmer.

And I further certify, that in the month of January last I did negotiate a note received from, and endorsed by, the said Wilmer with said Wilson—so that he could not be ignorant of Mr. Wilmer's being often and much pressed for money.

THOMAS BARKLIE, *Broker.*
Baltimore, Dec. 18, 1804.

We the subscribers do hereby certify to his excellency the governour of Maryland, that the persons who have recommended the petition of Simon Wilmer of the city of Baltimore to the favourable notice of the governour, are citizens of the first respectability, and unquestionably entitled to weight and confidence. Relying upon their representation, we hesitate not to say that Simon Wilmer is a proper object for the exercise of mercy and compassion.

JOHN STEPHEN,
 ANDREW ELLICOTT, jun.
Annapolis, Dec. 19, 1804.

This is to certify, that I lived with Mr. Simon Wilmer, of Edward, for near three years. Seeing a note signed by Mr. John Gibson in the hands of Frederick Price, Esq. and by him denied to be his note, as I was informed by Mr. Wilmer; I hereby declare to the publick that I believe it to be his signature, and am willing at any time when called upon to make oath. Given under my hand, this 8th January, 1805.

JOSEPH REDGRAVE,
Supercargo of Sch'r. Mary Ann.

To his Excellency the Governour of Maryland.

We the subscribers do earnestly pray and recommend, that the petition of Simon Wilmer may be

complied with and granted by the governour. We consider him an unfortunate persecuted man. Many of us have had considerable dealings with him, and have found him honest and upright, and are anxious that he should be restored to society, where his industry will be useful to the community and to his family.

Thomas Hollingsworth,
 Enoch Levering,
 Woods, Denison & Co.
 A. Clopper,
 Francis Hollingsworth,
 Edward Harris,
 Henry Payson,
 Geo. W. Blackeston,
 Valiant & Chambers,

Levering & Nelms,
 John & Aaron Levering,
 Solomon Betts,
 Wm. Wilson & Sons,
 Levi Hollingsworth,
 B. Williams,
 Isaac Phillips,
 Nathan Levering.

In our commercial transactions with Simon Wilmer we have always found him prompt, punctual and honourable.

Ellicott & Co.
 Tyson & Norris,
 Wm. Norris & Wm. Tyson,
 Philip Uhler,
 Geo. W. Todd,
 Charles Crook & Co.
 Tagart & Calwell,
 Hezekiah Waters,

Wm. Matthews,
 Wm. Lorman,
 Richard H. Jones,
 Samuel Stump,
 Mitchel & Sheppard,
 J. Ogleby & D. Winchester
 Bigelow & Proud.

H. Waters is the gentleman whose note has been so industriously clamoured throughout the state—his testimony goes not only to establish my innocence, but his signature is offered as testimonial of my honour.

State of Maryland, to wit :

I Ninian Pinckney, clerk of the Executive council of the said state, do hereby certify that the foregoing petition signed by Simon Wilmer, the recommendation of the petit jurors, the certificate of Thomas Barklie, the certificate of John Stephen

and Andrew Ellicott, jun. the certificate of Joseph Redgrave, the Petition of Thomas Hollingsworth and others, the certificate of Ellicott & Co. and others, and the presentment of the grand jury of Baltimore county, are true copies from the originals on the file, in the executive chamber of the state of Maryland. In witness whereof I have hereunto set my hand this eleventh day of January, in the year of our Lord one thousand eight hundred and five.

NINIAN PINKNEY.

State of Maryland, to wit :

I certify that his excellency the governour granted a *Nolli Prosequi* to Simon Wilmer agreeably to the prayer of the foregoing petition and recommendations, &c.

NINIAN PINKNEY.

You are now to be informed, my fellow-citizens, that in consequence of John Gibson's telling me that the honourable Samuel Ringgold had lent his oath to Cooke and Wilson, for the purpose of prosecuting me on the 3000\$. note, recited in the memorial, and knowing that those *Testimony-Boys* would not stop short of perjury to accomplish my sacrifice, I remained in town during the first week of the criminal court, without hearing even a whisper of presentment against me, and on the Sunday of the session I crossed the bay, with a merchant of this city, with an intention of returning to my family on the Thursday following; but from adverse winds, I did not reach Baltimore until the next Monday; on my first view of my family, sensibility may presume, but pen cannot describe, my feelings. To contemplate an aged mother, whose thread of life is nearly stretched to the last strike of the reel, palsied with fear and misery; a beloved wife, whose

frame was already borne down with misfortune and anxiety, with all the horrors of punishment distorting her countenance, and an only child, maturing to that interesting age, when the mind first expands into perceptions of right and wrong, bedewing my cheeks, under the conflict of affection and trembling temerity, I say, father, brother and son, pause for a moment, and review my agonies, and then recollect that the depravity of the world, subjects every man to the same malicious persecution.

In this dilemma, my friends and fellow-citizens, my bottomry was innocence, which under the guidance of Providence soon nurtured my fortitude and firmness, and I embraced the first moment of composure to make myself acquainted with the nature of the indictments; and notwithstanding, I was informed that a senator of the U. S. and a senator of Maryland were my prosecutors, I surrendered myself to the court, and offered my highly respectable friends, Levi Hollingsworth and Benjamin Williams, Esqrs. as my cognizance bail*—and then demanded an immediate trial, which the court politely indulged me with during the recess of the term. All this form being settled, public indignation began to ebb down against my persecutors—which circumstance rendered it necessary to substitute some other plan for my destruction. On the arrival of John Gibson, one of the banditti, after caucusing with Cooke and Wilson, they at last determined to sacrifice me by assassination; but this sanguinary act was consigned to the agency of a younger brother of Walter Wilson, so that if my murder had been effected, he would have escaped punishment. On the Tuesday evening previous to

* L. H. was a grand juror.

the Friday of my trial, I went to the coffee-house at the usual hour; where I discovered the paltroon, with a large club in his hand; but as I had not spoken to him for 12 months, and not a word had that evening escaped me respecting any of his *precious* family, I presumed, that he only meant personal defence; after reading the papers, &c. I retired to the bar-room, where I found John Gibson, who soon after left the bar, observing, that if any person enquired for him, that he would be found in his own room; I think he had not retired more than 15 minutes, and while I was in conversation with several gentlemen, and seated with my back exposed to the bar-room door, I was levelled to the floor with a bludgeon, without knowing who directed it. The stroke was received on my head, and on my wheeling round, I perceived my assassin with his bludgeon again suspended over my head; and the elevation of my left hand to save my life, received the second blow across the upper joints of my hand; which will make me a cripple during life. Such a spectacle, from wound and blood, as I exhibited, stands unrivalled in the annals of outrage. There again, I was compelled to present myself to my unfortunate family, with magnified injury and insult; and while the surgeon was dressing the contusion on my head, in the bar-room, I heard John Gibson, exultingly expressing his gladness; which confirms my belief, that he had been accessory to the intended murder. James Williams, Esq. of Annapolis, witnessed my situation and knows John Gibson was there. I say, my fellow-citizens, the man that will, with premeditation, substantiate calumny, by the sanctity of an oath, for the destruction of the fair fame of his fellow

man, will contemplate murder as a secondary consideration.

I feel confident that the preceding testimonials of character, in addition to the following certificates and oath, will remove that public prejudice which has been cultivated by *exparte* say so. After all those charges have been controverted with honour and firmness, a novel currency of detraction is issued by John Gibson, as the offspring of a certain Henry Ward, which in *toto* I proclaim as a lie, hatched by malice and hovered by villainy. Can any man who knows me suppose, that if vice so far predominated in my mind, as to sanction the commission of a crime, that I would acknowledge the act to such a thing, as that which bears the name of Henry Ward? No, my friends, notwithstanding his pretensions to *noble descent*, the fifth son of Sir Gregory Page Turner's second butler, would not be the thing of my confidence; but as this thing has volunteered to torture and extend my distress, I was compelled to notice him.

(No. 1.)

Annapolis January 3, 1804.

Sir,

I am just able to write, but make a bad hand of it, being crippled in both hands and feet, by an attack of the gout last week; though I am much better. Mr. Bennet is purchasing corn for me, and I shall want the use of about \$2000 for 60 days, and a renewal for \$1000 of it at the expiration of that time for 60 days more; can you get some of my friends to endorse for me? I shall enclose you a note, and wish the money early next week. Let Matthews, Ellicot and Stricker, know the use it is for. You know nothing but some occasion of the

fort takes me to the bank. I have had made for me considerable contracts, and wish to begin to load a vessel or two; will you send me a statement of our old account before we begin a long new one? Any account respecting corn you can give me will oblige. I must endeavour to be on the Eastern shore next week, but if not able shall transmit the money to my agent there.

I am, Dear Sir, very sincerely, your friend,

JOHN GIBSON.

P. S. Should I be able, I think I shall venture up myself. Write me per post or packet, which ever comes first.

(No. 2.)

Sir,

As I find the banks are not disposed to increase their accommodations, therefore wish, if possible, for you to raise me \$2000 from some friend of yours, on the best possible terms, and in lieu of your note to me retain mine to you as a collateral security. Send me the money by all means per Monday's mail to Annapolis, as it is required to fulfil corn contracts, the sales of which are to pass through your hands.

With much respect, yours sincerely,

JOHN GIBSON.

February 3, 1804.

I certify that the note signed by John Gibson for \$2000 was never seen by Mr. S. Wilmer whilst in my possession, until after the presentments against him, and that the first time I shewed it to him, he brought with him and exhibited to me the letters No. 1 and 2, signed John Gibson, since which the

said letters ever have been, and still are in my possession.

F. PRICE.

P. S. Mr. Wilmer selected the said letters from a number of others which he brought with him at the time.

January 18, 1805.

Cash.....	500
Ditto.....	1520
Commission.....	10...50
Discount.....	66...15
Ditto paid J. M'Cormick for loan of 500.....	1
Cash.....	2...35

\$2100...00

Amount of S. Wilmer's note in favour of John Gibson, at 60 days from this day.

THOS. BARKLIE.

18th February, 1804.

I hereby certify that a letter signed by John Gibson, and marked No. 2, and endorsed by F. Price, dated on the 18th February, 1804, was on or about the 18th of February, 1804, delivered to me by Simon Wilmer, to justify the above negotiation—and remained in my possession until after the indictments were preferred against said Wilmer.

THOS. BARKLIE, *Broker.*

Baltimore, 15th January, 1805.

The letters in the hands of Frederick Price, Esq. marked No. 1 and 2, and signed by Mr. John Gibson, are his own letters, and his signature, in my belief. Given under my hand this 15th January, 1805.

JOSEPH REDGRAVE.

Baltimore County, to wit: Jan. 15, 1805.

Then came Simon Wilmer before me one of the justices of the peace for the city and county aforesaid, and made oath that the letters No. 1 and 2, which are referred to by Frederick Price, Esq. are the original letters of John Gibson, and that the note also in the possession of Mr. Price for \$2000 was received with the January letter from John Gibson, and the said deponent further swears that the said note is John Gibson's hand writing except endorsements and date.

WM. DUNCAN.

Baltimore, January 8, 1805.

Dear Sir,

Some information which has accidentally reached me here, occasions this address. It has been intimated to me that those who conceive themselves injured by Mr. Wilmer, are endeavouring to prevent his obtaining the benefit of an act of insolvency.

To you it is unnecessary for me to observe, that the legislature have uniformly refused to investigate allegations of fraud; and upon a principle which must be considered, by every rational man, as just and proper. The chancery court is the proper tribunal to examine all cases of this nature....And before that tribunal Mr. Wilmer will be prepared to meet his accusers. I presume it is known to you that all the presentments for forgery on which he has been tried here, have ended in air; have only served to evince his innocence, and to satisfy the by-standers that they were the most unfounded that were ever instituted.

It is to be hoped that the legislature will adhere to the principle which has always governed in simi-

lar cases. There can be no good reason for singling out an individual, who, for near 40 years has supported a character for integrity, which has been unstained. This is the first instance in which it has been questioned—and all he asks is, to have a fair chance of confronting his accusers. Every man who knows Mr. Wilmer, can testify as to his integrity and usefulness, ever since his arrival to manhood. To distinguish his case from that of thousands of others, would, it appears to me, be doing an act of injustice. To you I am persuaded it is unnecessary to enlarge—indeed I cannot, as the stage is waiting.

You will excuse this hasty scrawl, from one who has the honour to be, with respect and esteem, your obedient servt.

G. DUVAL.

To J. Montgomery, Esq.

In addition to the above facts it is to be remembered, that I published my passage of John Gibson's note* to Nathan Tyson as a collateral security.—which must demonstrate to the world that no possible crime can attach to me with respect to the note; for I should certainly have been the last person to have furnished evidence to convict myself. It is also known that Nathan Tyson did swear to the grand jury, that when he received the note from me he announced his possession of it to John Gibson, and that he assured him that it would be provided for at maturity—and never till the echo of *forgery* began to implicate my character, did John Gibson make exception to the note, and then it was in the fol-

* John Gibson did owe me nearly the amount of that note, when it was passed to Nathan Tyson; which money he has not yet paid.

lowing manner, and in the presence of my family, merely to increase their misery. "I will swear that "it is neither Wilmer's writing nor mine, and he "believed Tyson and Pratt had forged the same for "the purpose of sacrificing Wilmer." This was the language of John Gibson, which at the moment had nearly killed my wife. It will be asked how the note came to be dated later than his letter in February?—For this plain reason—the certainty of its negotiation was not ascertained, and it was payable 60 days after date. John Gibson has sent me his name for a note which I have filled up in my own hand writing—and at one time my clerk filled up a note for him. It will be asked, what was the reason John Gibson's note was not shaved instead of the \$2100 note—for this positive fact—as payer, he had no credit even among shavers, and I was compelled to advance my own discredit to procure him money: with *gratitude* he has remunerated my friendship. I must hope the publick will determine how far this *would-be-councillor* is qualified for the cashiership of the Farmers' Bank, when he does not know his own hand-writing.

Mr. Duval's letter to John Hammond, Esq. will testify unceasing friendship, implicit confidence in my integrity, and the elevation of principle above ex-parte say so. Mr. Duval, on his arrival in this city, *did not shrink* from his accustomed civilities, but visited me as usual, and professed his belief in my innocence, against the calumnies which malice had circulated against me: and after investigating my conduct through town, he sent me the foregoing letter, and also one to John Johnson, Esq.

Mr. Duval in his letter mentions my usefulness to the community, which I have the presumption to confirm. Have I not received from the bank of

Baltimore within three years, discounts at my own risk, to the amount of \$ 246,000 for the benefit of the agricultural interest, in order to fortify the farmer against the monied influence of this city? Has not this accommodation frequently created a market for grain, when enterprize has been lulled to supineness from the difficulty of obtaining money? For this fact I refer my readers to Andrew Ellicot, Esq.

After all this, can the legislature consign me to eternal beggary and bondage, without even giving me a hearing? 'Tis impossible.—The talents and wisdom I saw displayed in the house of representatives last Friday, must be mingled with mercy. It is also rumoured that I have hidden treasure; which I most positively assure my fellow-citizens is a groundless charge. The gentlemen whose signatures ornament this work would sooner sever their hands from their arms than to patronize fraud—and my list of names could have embraced every respectable character in the directory, if it had been necessary. No, my friends and fellow-citizens, when it is discovered, that I do possess, or have misappropriated one dollar, to the injury of my creditors, I hope to be disfranchised from the rights of man.

I hope no criticisms will be passed on my language, for I wish it to be known that my School days embraced that period, when the preceptors of science were soldiers, and before those patriots resumed their classical duties, I was compelled to adopt, uneducated, a profession for my future maintenance.

I will now offer my first trial to the reflection of the publick. From the indictment and language of Mr. Wright's letter I hope my readers will determine

how far Robert Cooke swore before the grand jury, and what authority he had derived from that honourable gentleman, to justify the prosecution. I presume Mr. Wright was under the impression that both notes to which his ~~alluded~~ alluded were negotiated; but the transcript of the following note will shew that the original is in my possession, has never been dated, and of course never performed a bank function.

*Extract of a letter from Robert Wright to me, dated
9th October, 1801.*

“ My Dear Sir,

The Col. says he shall be over, but if he does not, Harris will oblige me by renewing the note for the balance, which I will pay in the time—by using my name, which, as my attorney, I authorize you to use. The Tobacco money is subject to the directions of Mr. James Scott.

I am, sir, with the most sincere considerations of respect, your's,

ROBERT WRIGHT.”

From the same.

“ Chester Town, 15th June, 1802.

My Dear Sir,

I thank you for your very polite attention to my bank account; which I will pay at the next time, unless some untoward circumstance prevents. I enclose my note, and a letter to Mr. —

Your's, with compliments to your lady,

ROBERT WRIGHT.”

From the same.

“Chester Town, 24th June, 1802.

My Dear Sir,

Nothing but an opinion that the stamp act had been repealed, should have involved me in this trouble, and you in so much ;—but such as shall be gratefully compensated. I hasten to enclose the note—and to thank you for your *direction* to my business in bank.

Your's,

R. WRIGHT.”

“Sixty days after date, I promise to pay to Simon Wilmer of Edward, Baltimore, the sum of four hundred and six dollars—for value received. In witness my hand, this twenty day of June, 1802.
ROBERT WRIGHT.”

Baltimore County, to wit :

The jurors for the state of Maryland, for the body of Baltimore county, upon their oath do present, that Simon Wilmer late of the county aforesaid, gentleman, on the first day of July in the year of our Lord one thousand eight hundred and two, at the county aforesaid, had in his possession one promissory note, signed under the hand of a certain Robert Wright, bearing date the 17th day of June in the year of our Lord one thousand eight hundred and two, by which said note the said Wright did promise to pay, sixty days after date to the said Wilmer, by the name of Simon Wilmer of Edw. at his counting house, the sum of four hundred dollars, for value of him received ; and that the said Wilmer contriving and intending, the said Robert Wright, Robert Cooke and Walter Wilson, feloniously to deceive and defraud, on the said first day

of July in the year aforesaid, with force and arms at the county aforesaid, wickedly, unlawfully and feloniously, did falsely alter and forge the said promissory note by interlining between the word "Edward" and the words "at his counting house," the following words to wit: "or to his order," to the evil example of all others in the like case offending, against the form of the act of assembly in such cases made and provided, and against the peace, government and dignity of the state; and the jurors aforesaid upon their oath aforesaid, do further present, that the said Simon Wilmer contriving and intending the said *Robert Wright*, and the said *Cooke and Wilson*, feloniously to deceive and defraud on the first day of July, in the year of our Lord one thousand eight hundred and four, with force and arms at the county aforesaid, the said promissory note so falsely altered and forged as aforesaid, wickedly, falsely, unlawfully, fraudulently and feloniously did publish and alter to the said *Cooke and Wilson*, for and as a true promissory note, Executed by the said *Robert Wright*, he the said Wilmer at the time of publishing and altering said false and forged promissory note, there by him in form aforesaid, well knowing the said promissory note to have been falsely altered and forged as aforesaid, to the evil example of all others in like case offending against the form of the act of assembly, in such case made and provided, and against the peace, government and dignity of the state of Maryland.

L. MARTIN, *Att'y. gen.*
of the State of Maryland.

Witnesses,

ROBERT COOKE, }
WALTER WILSON. }

True Copy.

WM. GIBSON, *Clk.*

TRIAL ON THE FIRST CHARGE.

On Friday 7th December 1804, I presented myself to the court, and was permitted to be seated between my faithful attornies John Scott and Thos. Kell, esqrs. who after the indictment was read, plead not guilty of the charges made against me. The attorney general then produced the honourable Robert Wright's note, on which the indictment was founded; and as I requested my attornies to admit that I had interlined the words "to order," and also that I had passed said note to Cooke & Wilson, the testimony in the case was called forth by the attorney general.

First witness, ROBERT COOKE.

Att. Gen. Mr. Cooke, relate what you know respecting this note.

Robert Cooke. When the dissolution of the co-partnership took place, Mr. Wilmer gave us this note as a payment, or security, for money we had advanced for him; and on presenting said note to Wright, he said— (here my attornies immediately informed him that what W. had told him was inadmissible.)

Att. Gen. Mr. Cooke, relate to the court and jury, what you yourself know of this note.

Cooke. How can I tell unless the gentlemen will let me speak?

Att. Gen. Pray, Mr. Cooke, did the prisoner alter this note in your presence?

Cooke. No.

John Scott then asked him if I did not give my own notes, payable by instalment, for the whole sum then due, independent of the Collateral security?

Cooke. Yes.

This cogent witness was then permitted to withdraw, and Wilson called forth.

Att. Gen. What is your name?

Wilson.

Att. Gen. Then Mr. Wilson, relate to the court and jury what you know of this note.

Wilson. I only know, that Mr. Wilmer passed us this note in payment, or security; all the rest of the information I received from Mr. Cooke.

Att. Gen. Then you did not see the prisoner interline the words "to order"?

Wilson. No, I did not.

This grand-jury here being dismissed, my witness, Dr. Harris, was called forth.

Scott. Doctor Harris, will you please to relate to the court and jury, what you know of the transactions between the honourable R. Wright and Mr. Wilmer?

Dr. Harris. Mr. Wilmer and myself have been in the habit of endorsing Mr. Wright's negotiable paper for several years, and for different sums.

Scott. Dr. Harris, did Mr. Wright always send his notes with that formality which the bank requires?

Dr. H. No; he sometimes sent his notes to Mr. Wilmer in blank, except as to signature; at other times blank as to date and sum; and frequently informal, inasmuch as the words "to order" were not expressed: which the retired notes now before the court will testify.

Att. Gen. Dr. Harris, during this long accommodation granted by you and the prisoner to Mr. Wright, did you ever hear him say what authority he had delegated to the prisoner to justify his filling up and dating his notes, as circumstances might require?

Dr. H. I never did particularly. I endorsed as the friend of W. and W. endorsed as his agent, and always prepared for the notes at maturity.

Att. Gen. Then you never heard him say that the prisoner had abused his confidence, in altering or filling up his notes.

Dr. H. Never.

William Wilson, Esq. a respectable citizen, and a director of the bank of Baltimore, from its origin, was then called forth.

Mr. Kell. Mr. Wilson, does the bank of Baltimore require the words "to order" to make a note negotiable?

Wilson. Yes.

Kell. Did you ever see any of Wright's paper with Harris and Wilmer as endorsers, offered for discount?

Wilson. Very often. Wright's note was almost uniformly offered without the words "to order;" and whenever the directors observed the informality, the notes were sent to Wilmer, by one of the bank officers as the last endorser, to interline the words "to order."

Att. Gen. Mr. Wilson, I know very little of bank forms, and therefore ask whether a note can be discounted without the words "to order"?

Wilson. In country paper the endorsers are the first consideration; but if any informality is discovered in the face of the note it is sent for interlineations to the last endorser.

The testimony being gone through, the attorney general summed up the evidence, and illustrated fully the law in such cases provided.

Mr. Scott, then rose with all that sympathy that characterizes his philanthropy, and addressed himself to the feelings of the jury by stating, that I had

grown up with him from a boy to manhood, and that the very idea of criminal prosecution against my character almost arrested his utterance. He would therefore solicit his colleague, who was highly competent to the task, to exhibit such law as was applicable to the case, and which he was well assured would establish my innocence in the minds of the jury.

Mr. Kell then rose with his usual perspicuity, and established by law and fact, that, so far from my moral character being implicated, the testimony offered on the part of the state did not even establish commercial impropriety.

The case was then submitted to the jury, whose feelings had during the investigation manifested through their countenances my innocence; and without retiring from the box they proclaimed a verdict in my favour.

I now salute the correspondence of the honourable Samuel Ringgold. I regret that it has been so *voluminous*; but my reader must pardon such extracts as are calculated to evince my innocence, against the cruel charges which that gentleman has so abundantly directed to the accomplishment of my destruction.

Philadelphia, February 17th, 1801.

Dear Sir,

Having several large sums of money to pay in the months of April and May, and the uncertainty of collecting my rents due the 1st April, I had determined if I should be disappointed in the collection from among my tenants, to have recourse to some of the banks in Baltimore. It was with that view I wrote to my brother Thomas, to enquire of

general Smith whether he thought I could be accommodated at any of the banks for such sum as I might want, and to request him to be one of my endorsers.* My brother wrote me that I could get the accommodation that I should want and that the general would endorse my paper for me; he also said he had spoke to you on the subject, and that you would procure a second endorser, and would attend to the business for me; since which I have received your letter of the 10th instant, expressing the same sentiments as my brother's, for which I must beg you will accept my warmest acknowledgments. I wrote my brother to let the business rest until I could go to your city myself, which will be about the 1st of March, when I could make such arrangements with the banks, general Smith and yourself as may be necessary. Accept my respects.

I am your friend,

SAMUEL RINGGOLD.

Philadelphia, May 15th, 1801.

Dear Sir,

I hope you have succeeded in negotiating my paper, it will be a great disappointment to me if you have not, but taking it for granted that you have, I will thank you to dispose of it in the following manner: remit me in Philadelphia notes \$1,400, pay my brother Thomas \$100, take up the two notes of \$1,000 each you got discounted, and hold the balance subject to my order, unless Mr. John Mason, president of the bank of Columbia, should draw on you for \$500, (which will be the balance of the \$4,000) or by letter request you to remit it to him to take up my note in that bank. I shall be

* It is to be recollected, that general Smith never did endorse for Mr. Ringgold.

glad to hear from you in a few days, as I cannot leave this place for New York until I receive the money from you. Let me now make my acknowledgments to you for your kind and polite attention to me, (and your wish to serve me in this business) and must beg that you will always consider me as a friend who you may at all times make use of whenever you may stand in need.

I am your obliged friend,
SAMUEL RINGGOLD.

Philadelphia, May 21st, 1801.

Dear Sir,

I received your kind and attentive letter this day by the mail, and observe the contents; I have been endeavouring to procure the money for a draft on you at sight, but without effect. This will I am afraid detain me for a few days and prevent me from going to New York as soon as I wished. I will thank you to enclose me the \$1,000 by the first mail that leaves Baltimore for this place after your receipt of this, in notes of the Branch Bank or the Bank of Baltimore. My compliments to your family. I will write you again in a few days, I am in haste. Do send it by the Monday's mail.

Your friend,
S. RINGGOLD.

New-York, June 23^d. 1801.

Dear Sir,

I wrote some time past from Philadelphia, acknowledging the receipt of the \$1000 by the mail, and requesting to hear from you; but from your not answering my two last letters I did imagine you were absent from Baltimore. I wrote to my brother

Thomas to call on you and to communicate the substance of my letter to him, to you, requesting you would send me if you could procure it, 4 or \$500 to this place or to Philadelphia, and wished to know when the 4 notes would become due, that I might forward my note in due time.—Any money that you could advance or raise shall be punctually returned the 1st of August, I cannot get home without your kind assistance in procuring and forwarding me the above sum. The expenses of traveling are beyond any thing in this part of the world. I shall be in Philadelphia on the 4th of July, and leave it on the 4th or 5th at furthest, provided you can forward me the amount requested, on the other side, make the remittance in branch Bank notes of the office at Baltimore; I hope you will excuse my making the above request, and that an opportunity may before long offer, when I may have it in my power to serve you.

Be particular in saying when the notes must be renewed, and if necessary I will pass through Baltimore, otherwise I will take the short road by Lancaster, and visit your city shortly after I get home. My best respects to your lady and family, and believe me

Your friend,

SAMUEL RINGGOLD.

Philadelphia, July 9, 1801.

Dear Sir,

I enclose you two blank notes, which I will thank you to get my friend Mr. M'Creery to indorse, each blank, you will fill up the sum and date as necessary. In haste,

Your friend,

S. RINGGOLD.

Two notes of \$1000, one blank,

Fountain Rock, August 25th, 1801.

Dear Sir,

I will thank you to write me by the return of the post, and say when the notes are due, and how many blank notes I shall inclose you by the next post. With compliments to your good lady and family,

I am your friend and serv't.

S. RINGGOLD.

Fountain Rock Sept. 1, 1801.

My Dear Sir,

I received your letter by the mail in due course, mine by the same mail must be in your possession before this, giving you my reasons why I did not meet you in Baltimore at the time appointed, which I hope were satisfactory to you ; it will be impossible for me to leave home until after the election, which takes place on the 7th inst. without my sacrificing the good opinion of my fellow-citizens, and perhaps sacrificing the election by my absence. You say Mr. M'Creery declines endorsing my paper any longer, did he give you any reason for declining his friendly aid? I have written to him on the subject, which letter is inclosed (together with 3 notes of 1000 each) begging his friendly aid for once more, when I can from my own resources take up all the notes as they come round. Should he decline indorsing them again,* I hope you will write me by the return of the post, it does not close until Friday at 12 o'clock, and if it should not turn out as I wish, I can be down on Wednesday the 9th inst. which will be time enough to make other arrangements for the paper.

Your friend, and serv't.

S. RINGGOLD.

* Mr. M'Creery did decline, and then my own signature was committed to the ocean of ruin.

Hagerstown, Sept. 1, 1801.

Dear Sir,

I intended being in Baltimore several weeks past for the purpose of making further arrangements respecting my paper coming due in a few days, which you were so obliging as to endorse for me, but was prevented by the indisposition of one of my children at Bath.

The election for the electors of the Senate, for which I am a candidate, will prevent me from going down for a few days, and before the notes become due; may I again request that you will continue the endorsement, and if not perfectly agreeable to continue longer, when I come down I will, I assure you take them all up and not again be troublesome to you—I must beg you will make my best respects to your lady, and consider me a friend who you may always command.

I am respectfully your's,

S. RINGGOLD.

Annapolis, October 5th 1801.

My Dear Sir,

I this moment received your letter and packages by capt. Barber—Mr. Scott going up gives me an opportunity of inclosing the notes mentioned in your letters viz: 6 blank notes which you will fill up.—Mr. J. T. Mason will be here on Monday next when all the arrangements will be made to meet the payment of the note to Mr. Cooke. I cannot find words strong enough to communicate my gratitude to you for this additional favour, you have relieved my mind, and feeling more than I can describe. I will to-day try and make the arrangement with Mr. M'Culloch and will write you by the post to-mor-

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row.—Have you received any more money from the Eastern Shore? I wish you would write to Price & Hance, &c. and tell them the necessity of paying the bonds off immediately. Did you receive any money by the mail from George Town? I will write you more fully by the post this evening. Did old Chew pay you the draft? I am dear Sir,

Your sincere friend,

S. RINGGOLD.

Fountain Rock, Oct. 6th 1801,

Dear Sir,

I send the wagon down with 12 barrels of flour which I hope will pass for superfine. I shall continue to send once a week my own wagon, and occasionally as often other wagons as I can get them; they are scarce at present, our seeding not being yet over—I will thank you to send the things I mentioned in the memorandum sent you by *Tom* the morning I left Baltimore, and two barrels of good Pork. When at the city of Washington I called on several of the directors who promised me that I could be accommodated with any sum not exceeding \$6000 for 60 days and a renewal as long as the Bank is in operation, which they think will not be long after the meeting of Congress, they think the new Office of Discount and Deposit will interfere with the Bank. Will you try and make the negotiations at bank, to take up my paper when it again comes round. I am sincerely your's.

S. RINGGOLD.

(COPY.)

Fountain Rock, October 26th, 1801.

Some time since I received a letter from Mr. William Cooke of your city, saying that he had

orders to issue an execution against me at the suit of Miss Cadwallader, to the amount of three thousand four hundred dollars; but upon my promise to pay the money at the court the 5th of next month, no process should issue against me. I have money promised me from the Bank of Columbia on the 30th inst. If I should fail there, I must through you raise the money, let what will be the sacrifice, for to my astonishment the deputy Marshal served on me an execution for the above amount, and I have passed him my word to pay the money or be there in person on the 4th of November. I have Mr. Cooke's letter making me the above promise, he has behaved to me like a damn'd rascal, and must attribute it to federal revenge; you, I am sure knowing my situation, will render me all the service in your power, and if possible make arrangements for to meet the payment, should I fail in George-Town. You will excuse my frequent applications in that way, I hope the time will come, when I can serve you in a more agreeable way.

Your friend,

S. R.*

Annapolis Nov. 2d, 1801.

My Dear Sir,

I wrote you a long letter from Frederick by my wagon, stating to you the situation I was placed in by Mr. Cooke, and telling you my expectations in the City of Washington from the Bank there. Mr. Mason has advised me from making my application to the Bank of Columbia for a few weeks, as the Bank in consequence of Hanson's publication, have determined to call in all the money due them and to lay the books before the stockholders; that if I

* Testimony admitted in court.

should fail there, the Office of Discount and Deposit will be in operation, and that he being one of the directors will insure the discount of my paper; I mention those circumstances to convince you of the certainty of meeting in time, any arrangements you may make with Mr. Cooke or the Marshal in my behalf; perhaps Mr. Cooke will take my note with your endorsement at 60 days for the amount. *Any engagements you may enter in for me you may rest assured shall be complied with as a man of honour, let the consequences be what they may, let the sacrifice be what it will.*—If you pass your own note at 60 days, or my note with your endorsement at 60 days, it will certainly be the same as the cash to Mr. Cooke, otherwise I will send you my note on which you must raise the money on the best terms you can. I have promised the marshal either to appear there on Wednesday or to settle the matter, some way or other, with Mr. Cooke.

I am sure you will excuse the liberty I take with you in thus soliciting your assistance. *I must conclude by saying, I shall through life always be at your command.* Would my publick duty permit I would have gone up myself.

I am dear sir, your friend,

S. RINGGOLD.

Annapolis, Nov. 28th, 1801.

Dear Sir,

I have at length arranged that disagreeable business with Mr. William Ringgold, relative to the land sold him by my brother. Mr. Ringgold has agreed to give a release, to take assignment of the debt due from Stoops, and my brother is to pay the money to you immediately on his getting to Baltimore; he says the money is in the hands of Mr.

Bosley. My brother Tench wrote to me from your city on his road home, that he had seen Price, and that in ten days he would pay you on account of his father's bond, which I left in your hands £1000. This money Tench and Thomas agree shall be applied to my engagements, the £450, which Thomas will pay you, must go to pay a debt of Thomas's due to Mr. Hellen. Mr. W. Dorsey has the business in his hands. Since I wrote you last Mr. Mafon has been here, he assures me that I shall not be disappointed in my expectations from the Bank of Columbia, he left here a few days past, and promised to make the arrangement for me immediately on his getting down. The \$750 I expected from there I have not yet received, the gentleman who the draft was on, promises to send it to me by the next post. I will thank you to write me in answer to this, and enclose a statement of my account, that I may at one view see how much I shall want from Columbia, to release me from my engagements at Baltimore; I am afraid my flour got to market in bad season. Mr. Compton writes me he sent four loads down last week, I hope you have not yet sold them. I shall trust it to your discretion, knowing your prudence and zeal. I have to request you to inform me whether Mr. Roberts has paid any thing on his bond, or if you have heard from him on the subject. You must make yourself perfectly easy on the score of your engagements for me; you shall not be in any manner injured or disappointed. I have delayed writing to you until I could do it satisfactorily to yourself and me. I have nothing new to relate to you in the political way, worth your perusal, both Houses are taken up with private business, except the printer's business. Mr. Martin, of your town has thrown

his friends into an unpleasant situation, we shall I think reject the resolution in his favour, which passed the House of Delegates, it is informal, and the principle I think a bad one. We have great unanimity in the Senate, and many very valuable men in it I assure, men of firmness and prudence, who will always check the views of a few violent leaders in the House of Delegates. The bill repealing the judiciary of the county courts, will I believe pass the House of Delegates, it will meet with a decided opposition in this body, the principle is destructive to civil liberty; if systems are to be changed, or rather repealed merely to get rid of obnoxious characters to any party, who may be in power, I have no hesitation in declaring that all honest men and men of abilities will be driven from office in time, to make way for the needy and weak.* It is my wish to write to you much oftener than I do, but my friend you must take the will for the deed, I have so many letters to answer from our county, that it almost occupies all my leisure hours. Make my best respects to your good lady and family.

I am your sincere friend,

S. RINGGOLD.

P. S. call on Mr. W. Dorsey, and get a statement of Mr. Hellen's debt against my brother.

Annappolis, Dec. 23d, 1801.

Dear Sir,

Your letter was handed me yesterday by Mr. Nicholson, and observe the contents. I wrote you some time past requesting you would inform me what was the exact sum you had engaged to pay for me, on account of the judgment to Mr. Cooke.

* I deny that all democrats are weak and needy.

I some time past enclosed you Mr. Galloway's draft on Messrs. Chew and Cheston for £250. I will thank you to inform me by the post on Friday, how you have applied that sum, also the money received from Mr. G. Hanson, and the monies arising from the sale of the flour, and what sum it will be necessary to place in your hands to meet the engagements of the 4th of next month, I feel much distressed that you should be so very uneasy on account of the engagements you are under for me; you know my intentions, and would never sacrifice you, let it cost me what it would, and now assure you on the honour of a man, that you shall not suffer; the full amount shall be placed in your hands on the 1st. of January.* You must not omit writing by the mail on Friday, or by the packet. I shall go from this to your city the moment the House rises, and will thank you to speak to Mr. Evans to let me have for my family a good lodging room, and a parlour. I shall then I hope relieve you from all your engagements for me. In haste.

Your obedient servant,

S. RINGGOLD.

Frederick Town, October 30th, 1801.

Dear Sir,

You will I am sure excuse the liberty I take with you in this instance, my situation is so unpleasant, and truly distressing to my feelings,† that had it been possible for me to have left my family,

* This letter shews my anxiety to be relieved from Mr. Ringgold's negotiations; and notwithstanding he pledges his honour, that our accounts shall be settled on the 1st of January, 1802, I never received a payment to any amount, until September, 1802, when Mr. Ringgold owed me more than \$11,000, on account of which he paid \$8000.

† His feelings were gratified, and mine persecuted.

I should have been in Baltimore before this, and settled the business myself, *I hope you will by some means or other raise the money for me, as much as I am difficient in making up, when you hear from me,* let the sacrifice be what it will, I will pay it cheerfully, my notes I will forward from Annappolis.* I shall tomorrow make some arrangements with the bank at Georgetown, if Mr. J. T. Mason is there; perhaps with what money I shall be able to send you on from Georgetown, you can make some arrangement with Mr. Cooke for sixty days for the balance. You will please write me by post on Monday to Annappolis, you shall hear from me immediately on my arrival at Annappolis.

Believe me your friend, who

You may always command,

S. RINGGOLD.

Fountain Rock, April 23d, 1802.

Dear Sir,

At the time you were uneasy for fear the notes would not arrive in time, I enclosed my brother five notes of \$2,000 each, with this injunction that they were never to appear in market, but to remain to relieve the notes now coming due, except he could get Mr. Carter, to discount them at the bank interest, for twelve months, which he wrote me Mr. Carter had offered to do.

I enclose you a letter also to Mr. J. Cheston, requesting him once again to endorse my note or notes as they become due, if they will not, Mr. W. Lee, of the house of Brooks Dillon & Co: will.

I am your friend,

S. RINGGOLD.

* It will be discovered by the Annappolis letter, that no money could be raised at Washington.

Fountain Rock, June 19, 1802.

Dear Sir,

I have only time to say to you in answer to your letter by the mail last night, which I this moment received, that I will write to a friend to endorse the notes to be renewed the 4th of next month, who will I think be acceptable to the Bank; I shall have his answer at Frederick on Wednesday next. In the mean time I have written to my brother to call on one or two other friends for the same purpose. I shall be at Frederick on Wednesday and Thursday next on business, and should I not succeed in procuring an endorser I will proceed on to Baltimore. I have some Potowmack shares which I have written to my friend in George-Town to dispose of and remit the money to you, they will amount to 11 or \$1200, I have directed him to sell them at all events and remit you the proceeds. The behaviour of Old Chew* is quite childish, had he a house to have given a friend a welcome in, I should have called on him. I shall write to Cheston on the subject, not requesting him to continue his endorsement, but merely to let him know that I do not implicate him, in placing you and myself in an unpleasant situation. I never in my life had but one opinion of old bloody bones, that you can readily guess. To be candid with you, I see no prospect of collecting any money from among the tenants until after harvest. Believe me your friend,

S. RINGGOLD.

Fountain Rock, July 1802.

Dear Sir,

You no doubt are very uneasy at the situation you are thrown into by the conduct of my brother,

* John Chew, Esq.

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but my dear sir you must be certain that I would make any sacrifice on earth, before you or my other friends, Chew & Cheston, shall suffer, I have resources I think here sufficient to raise the sum you will require for my paper, due in bank, and those out with your endorsement; but not wishing to rely entirely on them, for fear of a disappointment I wrote immediately on the receipt of your letter, to my friends in Philadelphia and New-York, stating the disagreeable situation I was thrown into by the unjustifiable conduct of my brother, and have no doubt but that I shall from the first place obtain the sum I shall want. My tenants will get out their wheat immediately, and many of them have offered to deliver their crops for my use by the 4th of September, which you know will always bring cash, add to this the different sums due from different persons, and the back rents, will I think enable me to pay into your hands the sum for which you are on my paper, the notes that are protested will be my last care, my duty is to relieve my endorsers in the first place. You will believe me when I assure you that I have had many sleepless nights since I left Baltimore.

I must beg of you to accept of my thanks for the manner in which you communicated the unfortunate event to me. You may be assured I shall not rest a moment until you are relieved from your present disagreeable feelings—my whole time and energy shall be constantly employed to raise the money. In haste, Your friend,

S. RINGGOLD.

Dear Sir,

I enclose you two blank notes to renew the bank paper, which I trust will be the last time you will

be troubled with business of this sort on my account, as I am determined if I can meet with a purchaser, to make sale of as much land as will put me above the world ; I think I can get from 40 to 60 dollars per acre for any of my lands adjoining Williamsport, and am now actually treating with a man for 200 acres. I received your letter by the mail and as you mentioned, I have written to J. Cheston, to endorse for 60 days more. I wrote to my brother to go down and apply to a friend to endorse for me, I have not heard from him since, but find the gentleman went through Hagerstown on his way to Carlisle on Saturday last. Thomas must procure an endorser, if Chew & Cheston will not. He can do it if he is in town. I shall not again be under the necessity of asking for an endorser. *I feel concerned for the disagreeable situation you have so often been placed in on my account*, but hope I shall have it in my power to recompence you for it. I shall always remember with gratitude your kind and friendly offices. Let me hear from you by the return of post.

I am sincerely your's,
S. RINGGOLD.

Fountain Rock, August 19, 1802.

Dear Sir,

By the mail to-day I received your favour ; I can well pardon you for writing so often on the subject of my paper becoming due ; my friend let your fears on that head cease, I have effected a sale of a tract of land, say 660 acres at 10l. the deeds will be executed to-morrow, the payments are 3750l. cash in hand, 1800 in twelve months, the remainder 1062l. in two years with interest from the date. I have delayed answering your last letter until I

could certainly put you out of the state of suspense your mind has been in for some time past. The purchaser is Mr. Thomas O. Williams, of Prince George's county, his money is lodged in the Bank of Columbia, he gives me his check on that Bank for \$10,000. I will thank you to send me by the next mail the exact amount due in and out of Bank, for which you and my friends Messrs. Chew and Cheston are responsible. I must now beg you to accept my sincere thanks for your kind assistance rendered from time to time. I hope it may never be your lot to stand in need; should it ever be the case, you will always find me ready to come forward.* I will thank you to communicate the substance of this scrawl to Messrs. Chew and Cheston, with my thanks. I was determined let the sacrifice be what it would that my friends should not suffer. I am much fatigued, but could not think of letting the mail again go without relieving your anxiety.† My respects to your lady and family.

I am faithfully yours,

S. RINGGOLD.

Annapolis, Nov. 24th, 1802.

Dear Sir,

I had the pleasure of writing to you soon after my arrival at this place, on the subject of the negotiation with Mr. Pratt, and have anxiously expected your answer, I should be glad to hear from you by the packet on Saturday. A gentleman from Baltimore a few days past informed me that doctor Brown, of your city had \$20,000 in bank, which he wished to loan on good security for *six per cent*.

* He did come forward, to consign me and mine to ignominy.

† Witness my anxiety by Mr. Ringgold's own letter.

I am the more anxious that the loan, on the bonds of Mr. Williams, should be effected immediately as I must in a short time, if that should fail, raise a sum of money on my own paper, which I am told I can easily do at the Bank of Maryland, to meet some engagements I am under ; I should certainly prefer the former mode even if a greater sacrifice was to be made, but do suppose the bonds could be negotiated at *six per cent.* If you should fail with private gentlemen, suppose you were to try the Bank of Maryland, I have no doubt but that they would negotiate the bond, Mr. Williams is known to Mr. Cooke. I really feel a degree of uneasiness at being obliged to call on you to advance any money for me, being fearful it may be inconvenient to you, to trespass any further on your friendship, and for this and other reasons above stated, would wish the bonds negotiated ; in the mean time, I must beg you to send me a few hundred dollars, for my current expenses here, by Mr Barber on Saturday. I intend going to Georgetown on Sunday, but cannot go if I do not hear from you, you must excuse this scrawl it is written at a late hour, after spending the day with Mr. Lloyd. My respects to Mrs. Wilmer and your family, and believe me with sincere regard,

Your friend,

S RINGGOLD.

Annapolis, Dec. 29th, 1802.

Dear Sir,

I am really surpris'd at the conduct of Mr. Heath, and the gentlemen in Delaware, they have treated my brother, and self extremely ill. Mr. Vandyke, at New-Castle, wrote my brother about a month ago, that the money should be lodged in the Bank

of Delaware by the time promised, subjected to your order. I wish you would write to the cashier of that bank, and know if any has been deposited there, subject to your or my draft. It is hard that a person who wants money as much as I have for some time should at the moment he gets command of a little be obliged to apply to the uses of another. I shall want some cash to clear me out here, and will write you in a few days to what amount.

Your friend,

S. RINGGOLD.

Dear Sir,

I had the pleasure of receiving your favour of yesterday by mail, enclosed you will find my note payable to you for \$ 2,500, at sixty days. I shall leave home sometime next week on my way to your city, when I hope to see you, and will prevent the necessity of sending on the account of monies paid to Mr. Scott, and I hope Mr. Hollingsworth will have no objection to endorse again. My respects to him. I have taken the liberty of drawing on you in favour of Messrs. Forman and Keller, of Hagerstown for \$ 300, which you will please honour.—The funds will be in hands before the draft comes due from Delaware, as I am assured the money is received by Mr. Johns, of New-Castle by Mr. Vandike. You must excuse this short letter as it is 12 o'clock, and I am much fatigued, being engaged all day with the millwrights. I cannot conclude without requesting my and Mrs. Ringgold's best respects and wishes being presented to your good lady and family.

With sincere regard,

Your friend,

S. RINGGOLD.

Fountain Rock, August 12th, 1803.

Dear Sir,

I enclose you a note for \$2000 to renew the note due to Mr. Ward, on the 17th inst. I would have filled up the blank but did not recollect whether the last note given was made payable to you or him, you can arrange it properly. Mr. Stables is here with me, and will go off in the morning, he has finished his work, and much to my satisfaction. I have once more ventured to draw on you in favour of Mr. Stables. The late rains, and the low price of wheat has induced me to keep my crop of old, and my new wheat for a few weeks longer. I hope you will honour this draft, the proceeds shall be in your hands before it is due to take it up. You some time past wrote me you wished me to decline my negotiations in and out of bank, and mentioned the inconvenience you were under by my negotiations, and that you were in advance for me—I will thank you my dear sir, to make me acquainted as soon as possible with the amount of the advance, or rather if convenient furnish my account, and I will take care to discharge it very soon. My friend Mr. Levy Hollingsworth, need be under no apprehensions as to the retirement of my paper; if you and him should think it inconvenient to renew it again you know from former experience my ability to comply with my engagements, I can any moment dispose of property for its value. You must write me fully and candidly and tell me what you wish me to do, and as a man of honour it shall be done. The draft in favour of Mr. Stables, is for \$500, at sixty days sight. I intended writing more fully, but am prevented by company. Will you and your good lady never let me see you at Fountain

Rock? it would give me and Mrs. Ringgold much pleasure.

I am your friend,
 SAMUEL RINGGOLD.

Fountain Rock Feb. 27th, 1804.

Dear Sir,

It has been a long time since I had a line from you; I wrote you some time past and requested you would answer that letter in a few days, it was on the subject of a loan for twelve months from Mr. W—d, on which we had conversation when last in Baltimore. I will with candour state to you my situation, and to relieve me from which I must once more, and I hope for the last time, beg your friendly aid. Judgments to the amount of \$ 8,000, have been affirmed in the court of appeals against my brother Tench and myself, as securities of our unfortunate brother. Mr. Brice, who is the attorney in most of the suits, holds judgments to the amount of \$ 3,000; he has proposed to me that he will not issue execution against us, provided we will pass to him our joint notes payable, *viz.* one note, say Mr. William Tilghman's claim for \$400, payable on the 15th of April, and two other notes payable on the first day of July next, one for Mr. R. Tilghman, fourth claim, and the other for the claim of John Miller, amounting together from 2, to \$2,600, the notes I have enclosed blanks to you and drawn in your favour, and signed by me; if my brother Tench is in town he will sign them also, if not it is of no consequence. Mr. Brice will call on you as I have written to him on the subject. I must now perform another duty, and inform you how funds are to be raised to meet the payment of those—First we have judgment against

Mr. S. Davis, Dr. Briscoe, and Mr. Norris Wright, and executions are now in the hands of the Sheriff of Kent county, for upwards of \$2,000, and Mr. Price's bond on which there is due upwards of \$2,400, I have reason to think will be paid in a few weeks, and the lands of the Folly, laying near Mr. Hynson's we have divided. Mr. R. Tilghman's 4th to make sale of, being woodland, we expect it will sell very readily; should we be disappointed in our expectations from those three sources, and the money cannot be raised, I can at any moment dispose of a piece of my land, which shall be done if necessity requires. Indeed if such a sum could be procured from Mr. W—d, for twelve months, it would be much more agreeable to me; you can try him, and let me know what he says, as by that time the property of my brother could be sold to more advantage. I hope to hear from you in a few days; will you be so good as to inform me the price of clover seed and plaister, and say whether you expect the price of wheat and flour will be high. My best respects to Mrs. Wilmer, and your good mother and family, and believe me,

Your friend,

SAMUEL RINGGOLD.

P. S. You will call on Mr. Scott, who will, with Mr. N. Brice, ascertain the amount of each claim for what the three notes must be given, and with which you will fill up the blanks.* S. R.

Fountain Rock, March 26th, 1804.

Dear Sir,

It has been many weeks since I had the pleasure of hearing from you—I have indeed been uneasy

* Not a shilling was received on one of the above promises.

about some notes I enclosed to you, as I know you never acknowledged the receipt of that letter; will you peruse it again, and answer the various parts of it. What is your opinion of the proposed Union Bank—do you think it will be good stock to vest a capital in? I am making arrangements for the sale of part of my land; I propose to sell from three to 5,000 acres, I think it will average me \$30 per acre, which will give me the command of from 100, to \$150,000. I must either do that or relinquish publick life, and diminish my expenses. I will thank you to send by the bearer, a black man who drives Mr. Edward's wagon, a ton of plaister of Paris, (I would prefer French plaister), and two bushels of good new timothy seed, and two bushels of good clover seed—I imagine you can get them from my friend Jesse Hollingsworth. I hope to see you in May next, in Baltimore. A few bushels of good York river oysters would be very agreeable, accompanied with a few good rock and perch. My respects to Mrs. Wilmer, and family.

I am sincerely your's,

S. RINGGOLD.

Fountain Rock, May 9th, 1804.

Dear Sir,

The morning of my departure from Baltimore, I drew on you in favour of Doctor Schnebley for about \$600 at a very short sight, and wrote you by him a short note—you will pardon me I am sure for so doing, when I tell you it was to answer an execution he held in his hands, and which I thought would have been paid here. In that note I requested that you would get one of the notes I left in your hands discounted for \$2000 and to apply part to the payment of that draft, and remit me

by post the balance ; I am sorry to apply to you so often on a business so disagreeable, but believing this will be the last time, I apply with more confidence. I must pay a man who has come from the Ohio \$1500 on Monday, and as the time is so short that I cannot collect it here ; I must beg of you to get the note discounted and remit me by the mail on Saturday the balance after deducting the amount of the draft in favour of Dr. Schnebley. I must in this instance, rather than disappoint the man who has come so far, and to whom I consider myself under some obligation, make a sacrifice ; if not possible to send it by Saturday's, send it certainly by the Tuesday's mail.

I am happy to inform you that before I got home my clerk had several applications from different persons, to buy part of my land ; they are to be here again next week ; I have no doubt I shall readily accomplish the sale upon very advantageous terms ; I hope I shall then have it in my power to repay the many obligations I consider myself under to you. Do let me hear from you on Saturday, if not by the mail, the stage from Evans's will take it as a way-letter. My family I found all well. Make my respects to your lady and family, and believe me your friend,

SAMUEL RINGGOLD.*

Dear Wilmer,

I have drawn upon you for \$597 in favour of Dr. Schnebley, our late sheriff, on account of an execution ; you will raise the money from one of the notes I gave you ; if you could get a discount for 60 days on one of them for \$4000, and pay the

* No land sold yet, no money paid.

above order out of it, you will be so good as to send the balance to me ; you must get it on the best terms you can, until the new bank gets in operation. I will write you fully on my return home.

Ever yours,

S. RINGGOLD.

Fountain Rock, June 19, 1804.

Dear Sir,

It has been a long time since I had the pleasure of receiving a line from you ; I should be very glad to hear from you on the subject of the negotiation of my paper with the Union Bank ; I could wish it to be done without my going down ; I only want an accommodation until the first of April, by that time I shall be able to look every person in the face, and owe nobody, and vest a handsome sum in the bank. If the directors will give me an accommodation, I will pledge my word and honour that the notes shall retire on the 4th April if they wish it. My land will all be sold long before that time arrives, the surveyor is now laying it off in lots, as soon as that is done, I shall soon get it off my hands on my own terms ; I have already a number of very good offers, and am only waiting for the completion of the survey to contract with several persons ; I had an offer to-day for 150 acres at 12l. per acre, 1000l. in hand on the 1st of September next ; in no instance have I been offered lower than 10l. Do write me by the return of the post, and have some conversation with the directors and inform me of the result. I am tired of shaving,* and if the directors of the Union Bank will not give me an accommodation I will be clear of debt if I am obliged to make a

* Of being shaved.

sacrifice. Make my best respects to Mrs. W. and believe me

Your friend,
S. RINGGOLD.

We the undersigned do hereby agree to submit, and do hereby submit, all and every matter and thing whatsoever in dispute between us, to the arbitration and award of Lemuel Taylor and David Winchester, with power if they should differ, to choose an umpire; or if the said Lemuel Taylor and David Winchester should think proper before they proceed to liquidate said matter in dispute, then they shall have full power and authority to name a third person, and their determination or a majority of them, shall be binding and final on us, our heirs and assigns.

SAML. RINGGOLD.
S. WILMER.

Witness.

LAMBERT SMITH,
WILLIAM GRAVES.

Baltimore, August 14, 1804.

WHEREAS certain differences hath arisen, between Mr. Samuel Ringgold and Mr. Simon Wilmer, relative to commissions and interests, as exhibited by the latter against the former. And whereas they have mutually agreed, to submit the said differences to the decision of Lemuel Taylor and David Winchester.

Be it therefore known, that we the subscribers in virtue of the above reference, have fully examined and duly considered, the documents and allegations of the parties; and do hereby declare and make

known our decision, on the matters referred, in manner following, to wit :

1st, That the said Samuel Ringgold, shall allow the said Simon Wilmer, one half per cent. on all negotiations effected previously to the 5th day of January 1802, and one per cent. on all subsequent negotiations.

2d, That the said Simon Wilmer shall deduct from the interest account, which he has exhibited, against the said Samuel Ringgold, the sum of nine hundred eighty-three dollars, and eighty-four cents.

Witness our hands and seals, Baltimore 14th September 1804.

LEMUEL TAYLOR, (L. s.)
D. WINCHESTER, (L. s.)

Baltimore County, to wit :

The jurors for the state of Maryland, for the body of Baltimore county, upon their oath present, that Simon Wilmer, late of Baltimore county, gentleman on the fourth day of July in the year of our Lord one thousand eight hundred and four, at the county aforesaid, had in his possession one promissary note, signed under the hand of a certain Samuel Ringgold, bearing date on a day and year to the jurors aforesaid unknown, by which said note the said Ringgold did promise to pay sixty days after the said date to the said Simon Wilmer, or order, three thousand dollars for value received ; and that the said Wilmer contriving and intending the said Samuel Ringgold and Robert Cooke and Walter Wilson, feloniously to deceive and defraud, on the said fourth day of July in the year of our Lord one thousand eight hundred and four, with force and arms at the county aforesaid, wickedly,

unlawfully and feloniously did falsely alter and forge the said promissary note, by changing and altering the original date to the fourth of July in the year of our Lord one thousand eight hundred and four; to the evil example of all others in like cases offending, against the form of the act of assembly in such case made and provided, and against the peace, government and dignity of the state of Maryland: and the jurors aforesaid upon their oath aforesaid do further present, that the said Simon Wilmer, contriving and intending the said Samuel Ringgold and the said Cooke and Wilson, feloniously to deceive and defraud, on the fourth day of July in the year of our Lord one thousand eight hundred and four, with force and arms at the county aforesaid, the said promissary note so falsely altered and forged as aforesaid wickedly, falsely, unlawfully, fraudulently and feloniously did publish and utter to the said Cooke and Wilson, for and as a true promissary note, executed by the said Samuel Ringgold, he the said Wilmer at the time of publishing and uttering the said false and forged promissary note, there by him in form aforesaid, well knowing the said promissary note to have been falsely altered and forged as aforesaid, to the evil example of all others in like cases offending, against the form of the act of assembly in such case made and provided, and against the peace, government and dignity of the state of Maryland.

I. MARTIN, *Att'y gen.*
of the State of Maryland.

Witness,

ROBERT COOKE,
WALTER WILSON.

True copy.

WM. GIBSON, *Clk.*

TRIAL ON THE SECOND CHARGE.

The second indictment being read, respecting S. Ringgold's note, endorsed by me, and passed to Cooke and Wilson; to which my attornies plead not guilty. As in the first trial I acknowledged the note, and my passage of it to Cooke & Wilson, the attorney general then called the witnesses for the state—ROBERT COOKE, & WALTER WILSON.

Att. Gen. Mr. Cooke, relate to the court and jury what you know of this note.

Robert Cooke. We received Mr. Ringgold's note from Mr. Wilmer, as security, or payment, for monies he owed us.

Att. Gen. That is for money he owed Cooke & Wilson?

Cooke. Yes.

Att. Gen. Mr. Cooke, did you ever see this note before the prisoner paid the same to you?

Cooke. I did not.

Att. Gen. Mr. Cooke, then you do not know whether the prisoner altered the date of this note?

Cooke. I know nothing more about it, except what Mr. Ringgold swore to.

Kell. What Mr. Ringgold told you, or swore to, is not evidence.

Att. Gen. Mr. Wilson, relate to the court and jury, what you know of this note.

Wilson. I know nothing more than what Mr. Cooke has related.

Att. Gen. Then, Mr. Wilson, you never saw the note until it was passed to Cooke and Wilson by the prisoner; and you do not know whether the prisoner altered the date of said note?

Wilson. I do not.

The attorney general then told my attornies that

they were at liberty to ask what questions they pleased.

Mr. THOMAS BARKLIE, *broker*, was then called.

Kell. Mr. Barklie, have you been in the habit of negotiating Mr. Ringgold's paper, with Mr. Wilmer as endorser, and how long?

Barklie. I have, ever since the latter end of 1800, or early in 1801.

Kell. Mr. Barklie, has not Mr. Wilmer uniformly shewn you Mr. Ringgold's authority for raising money for his accommodation?

Barklie. He has.

Kell. Mr. Barklie, in many cases have you not seen blank notes of Mr. Ringgold's in the possession of Mr. Wilmer, to be filled up as circumstances might require?

Barklie. I have.

Scott. Mr. Barklie, have you not frequently been compelled, in order to raise \$ 1500 or 2000, to have a note filled up for a much larger sum; and was not Mr. Wilmer, independent of his endorsement, compelled to give his note for the specifick sum raised.

Barklie. In all cases.

Kell. Mr. Barklie, have you not held Mr. Ringgold's paper for many days without being able to negotiate it, with Mr. Wilmer's endorsement; and was it possible, from the amount of that paper in the market, to be regular in the negotiation of it?

Barklie. I have held it many days, and in some cases have returned it to Mr. Wilmer undone; which extremely embarrassed Mr. Wilmer.

My attornies then requested the attorney general to ask any questions he pleased.

Att. Gen. Mr. Barklie, I think you have inform-

ed the court and jury that you have uniformly seen Mr. Ringgold's authority to Mr. Wilmer, for raising money for him?

Barklie. I have.

Att. Gen. Mr. Barklie, you have also said that you have raised money under such authority. In what manner did you raise it, by discount, or by shaving?

Barklie. I have raised the money; but I do not know by what term to designate the interest. I presume a *law character* opposite could gratify the court.

Att. Gen. Mr. Barklie, then in all cases a larger sum was required to be filled up than wanted, and the prisoner had to give his own note for the specific sum raised?

Barklie. In many cases; and Mr. Wilmer had always to give his own note.

Att. Gen. Mr. Barklie, could you not have raised the money for Mr. Ringgold without Mr. Wilmer as endorser?

Barklie. Not a cent.

Mr. STABLES was then called.

Scott. Mr. Stables, has not Mr. Wilmer paid you large sums on account of Mr. Ringgold?

Stables. He has.

Kell. To what amount?

Stables. My account was upwards of 3000 dols.

Kell. Has not Mr. Wilmer given you his own notes for the accommodation of Mr. Ringgold?

Stables. He has.

Kell. Where was the necessity for that arrangement?

Stables. Mr. Wilmer's notes were negotiable at bank, and Mr. Ringgold's were not.

LEVI HOLLINGSWORTH, Esq. was then called.

Scott. Mr. Hollingsworth, has not Mr. Wilmer been in the habit of obtaining accommodations from the Bank of Baltimore for Mr. Ringgold?

Hollingsworth. Yes.

Kell. Mr. Hollingsworth, was not the first note for such accommodation Mr. Ringgold's, with Mr. Wilmer and another endorser; did not the directors object to Mr. Ringgold as payer, and did they not agree to the accommodation, provided Mr. Wilmer would become payer?

Hollingsworth. The board did require that change of the paper, and the wished for accommodation was secured for the use of Mr. Ringgold.

LEMUEL TAYLOR, Esq. was then called.

Kell. Mr. Taylor, were you not one of the arbitrators in the case of Simon Wilmer and Samuel Ringgold?

Taylor. I was.

Kell. What was the amount of the award?

Taylor. I believe between 15 and 16,000 dols.

Scott. Mr. Taylor, did you read Mr. Ringgold's authorities to Mr. Wilmer, for raising money?

Taylor. I did; and thought them very extensive.

Att. Gen. Mr. Taylor did there not appear to be an important difference in their accounts of notes, &c.?

Taylor. There did; but we had only to liquidate the specifick accounts rendered to us; and awarded agreeably thereto.

WM. COOKE, Esq. then deposed, that to the best of his knowledge he had received from the marshal (which money he understood came thro' Mr. Wilmer) the amount of Miss Cadwallader's judgment against Mr. Ringgold; that so far from meriting Mr. Ring-

gold's opprobrious language, he had indulged him from term to term, until his client became very pointed and importunate with respect to her money; which circumstance was communicated to Mr. Ringgold's attorney, Mr. Scott, who agreed that if the money was not paid on such a day, that execution might issue for my justification; which was punctually attended to on my part. He concluded by observing, that he now held several executions against Mr. Ringgold, on which he might expect no indulgence.

The attorney general then stated the law and fact to the jury; which my attornies recapitulated in a few words. They then submitted the case. The jury did not require a moment to verdictize my innocence.

I conceive it unnecessary to publish the trial of Mr. Stevenson's indictment, founded on the voluntary testimony of Cooke and Wilson, as the jury have testified my innocence, and as Mr. Waters' note was presented on the same principle, and with the same malice. I shall dispense with the publicity of that trial also, because his testimonial for my character, must eradicate all suspicion of my guilt.

Now, my friends and fellow-citizens, you have seen those precious professions of eternal friendship, which were so lavishly heaped on me by S. Ringgold, Esq. merely for the purpose of hurling me to destruction; for the first opportunity which afforded itself he embraced to accomplish his pre-

meditated object. In May last, when Mr. Ringgold was in this city, I mentioned to him the necessity of making immediate provision for the redemption of his paper, observing, both his interest and my credit loudly called for the measure. He replied that he would exert every nerve to relieve me; and that in order to convince his note-holders of his intention to wind up his negotiations, he would advertise three or 4,000 acres of land for sale.—which he accordingly did in all our daily papers. Mr. Ringgold then gave me his obligation, to secure the payment of all interest that I had paid, or might pay for him; this arrangement was required, to prevent a plea against usury, in case of Mr. Ringgold's death. He also gave me three or four blank notes, and then took leave, with a promise that no further demand should be made on my friendship until a final settlement took place. However he did not reach Fountain Rock, without meeting the Sheriff of Washington county, with an execution in his pocket, for which I must provide. As soon as he gets home, there is a *man from afar* to whom he owed 1,250 dls. a debt of honour; this creditor would not leave his house without the money.—Here again was I jeopardized; however, with extreme inconvenience, both those demands were satisfied by me. A reference to Mr. Ringgold's letters will confirm every fact I state. In July last Mr. Ringgold, from my embarrassment, was compelled to come to town. I then furnished him with his account, observing, that it would be proper to call on his note-holders, by advertisement, for that, from my extreme distress, magnified sums were issued, when on many of the notes there was

but small balances due. His reply was, that he wanted no publicity given to the transaction, for he would make immediate arrangements to take up the paper; but instead of fulfilling his promise, after agonising me with suspense for several days, he informed me that he was ready to go into the liquidation of accounts. My mind at that moment was so palsied with distress, that I was wandering to and fro, like a pilgrim, with all the horrors of a jail in view; and I at last determined to cross the bay on a speculation for composition. My family being left unprotected, civil officers were authorised to enter my house; the seizure of my furniture was legalized; my wife's tears were streaming from every source of misery—to this heart-rending scene was Mr. Ringgold, “my friend for ever,” an applauding spectator, instead of offering solace to the wife and child of the man who had ruined himself to advance his ease, comfort and convenience. His festive boards could no longer be covered, from the oyster to the pipe of Madeira, by me; and his trappings of royalty* could no longer be paid for with my funds.†

My friends and fellow-citizens, you are now to know that on the receipt of a letter from my dear Mrs. Wilmer, communicated in language of such sensibility, and ennobled by sentiments of such rivetted attachment as roused me from lethargy, and elevated my soul above the casualties of temporal

* The outfits of gilders, upholsterers, &c. &c. that attended the setting up of a piece of tapestry, which Mr. Munroe brought from France, to decorate the aristocratical walls of *Poney-down Hall*, were scarcely exceeded by lord M'Cartney's mission to the emperor of China.

† Look at Stables's testimony.

misfortune—I immediately returned to my family ; and strange to tell, “ my command me through life as a friend at all times ready to serve you,” had added disgrace to injury, by echoing forgery against me. Under those circumstances, my first object was to obtain an arbitration ; which event was ultimately accomplished, as the award will testify.— On the final approbation of that award, Mr. Ringgold and myself parted with seeming respect ; but, strange to tell, again “ my dear sir, and your’s ever sincerely,” must go before a magistrate and take an oath, (which he lent to Cooke & Wilson) for the purpose of prosecuting me. But my friends and fellow citizens, you see my firmness, fortitude and innocence, have borne me through those scenes of malice and persecution. Look at the signatures of gentlemen who have testified as to my character. But “ *my friend for ever*” is not yet satisfied. He has exhibited a note of his that I passed to William M’Mechin, Esq. dated in my hand writing, Washington. This effort is to keep obloquy alive ; but I am authorised to say that Wm. M’Mechin, Esq. received that note for the special use of Samuel and Tench Ringgold, to relieve an execution against Thomas Ringgold’s property. Any person may be satisfied on that subject by application to William M’Mechin, Esq. I assert my right to have dated that note at Mr. Ringgold’s present residence. It would have been highly presumptive to have anticipated his *future*.

Mr. Ringgold has taken every advantage of my misfortunes, which could feed spleen and foster malice, by asserting that the notes which I had implicated him for, far exceeded my award. As to this charge, I will just refer my readers to Mr. Barclie’s testimony ; and I will then acknowledge

that the paper afloat does exceed the award: for the amount arbitrated to me does not surpass \$16,000 when the paper amounts to about 22,000. But how can Mr. R. complain of loss by me, when he has not paid one cent of the award, and his notes have been marketed for 12/6 to 15/ in the pound. I say, why does not Mr. Ringgold place in the hands of his attorney the amount of the award? For this good reason; Mr. Brice would receive a handsome commission, and I a considerable balance, after every note was retired; but the enormous crime alledged against me by wealth, power and party, arises from my daring (after my bank accommodation was swallowed up to satiate the poverty and importunity of a few country gentlemen) to use their paper on principles of reciprocity, that in as much as they valued on my credit to its stretched extent, I had not privilege to use their names for my relief. I contend I had, and with respect to Mr. Ringgold, his manor would not remunerate the sacrifices I have made to gratify him. I now conclude with him for ever, with the following advice as I still highly reverence many branches of his respectable family.

Let him convert his politicks into plow shears—his malice into pruning hooks. Let his tenants be benefited by his examples of industry and management; let his interest be limited to the premium of equity; and lastly, let him divest himself of flatterers who disgrace sincerity, and moths that are constantly nibbling at the habiliments of wealth; and I hope to hear, notwithstanding Mr. Ringgold's virulence against me, that his family will enjoy all those temporal blessings that are meted to the chosen of this sphere of action.

SHAVERY.

As I am fearful I shall fatigue my readers with the exposition of persecution and ingratitude, I will introduce some observations on usury; which may reform a *shaver* when he finds the profession not only disreputable, but expressly forbid by both divine and human laws. On the close of those facts which are the offspring of painful experience, I shall proceed with the memoirs of the balance of my ingratitude.

USURY IN OLD TIMES—SHAVING IN MODERN.

“In thee have they taken gifts to shed blood; thou hast taken usury and increase, and thou hast greedily gained of thy neighbours by extortion, and hast forgotten me, saith the Lord God.”

Ezekiel, c. xxii, v. 12.

“He that by usury and unjust gain increaseth his substance, he shall gather it for him that will pity the poor.”

Proverbs, c. xxviii v. 8.

“*An act against excessive usury.*”

“Be it enacted, by the Queen’s most excellent majesty, by and with the advice of her majesty’s Governour, council and assembly of this Province, and the authority of the same, that no person or persons whatsoever, within this province, whether inhabitant or foreigner, upon any contract, from and after the end of this present session of assembly, shall exact or take, directly or indirectly, for loan of any monies, wares or merchandises, or other commodities whatsoever, to be paid in money, above the value of six pounds for the forbearance of 100l. for one year, and so after that rate for a greater or lesser sum, or for a

longer or shorter time ; nor shall any person or persons whatsoever within this Province as aforesaid, from and after the time aforesaid, exact and take, directly or indirectly for loan of any Tobacco, wares merchandise or other commodities, for one year to be paid in Tobacco, or other commodities of this Province, above the value of 8 pounds of tobacco, for the forbearance of 100 pounds of tobacco for one year, and after that rate for a greater or lesser sum, or for a longer or shorter time.

“ And that all bonds, contracts and assurances whatever, made after the time aforesaid for payment of any principal money or tobacco, goods or commodities aforesaid, to be lent or covenanted to be performed, upon or for any usury whereupon or whereby there shall be reserved above the rate of six pounds in the 100l. for money aforesaid, or above 8 pounds in the hundred pounds of tobacco or other goods and commodities aforesaid, shall be utterly void.

“ And that all and every person or persons whatsoever, who after the time aforesaid, shall upon any contract to be made, take, accept and receive, by ways and means of any corrupt bargain, loan, exchange, chievance, shift, or interest of any wares, merchandise, or other thing or things, whatsoever, or by any deceitful ways or means, or by any cover, instrument or deceitful conveyance, for the forbearance, or giving day of payment, for one whole year, of and for their money, tobacco, goods and commodities aforesaid, above the sum of money, or quantity of tobacco aforesaid, for the forbearance aforesaid, shall forfeit and lose for every such offence the treble value of the money, tobacco, wares and merchandise, or other thing so lent, bargained, sold, exchanged, and shifted as aforesaid,

the one-half of the said fine and forfeiture to our Sovereign lady the Queen, her heirs and successors for the support of this government; the other half to him or them that shall sue for the same, to be recovered in any court of record in this Province, by action of debt, bill, plaint or information, wherein no effoine, protection, or wager of law to be allowed."

Kilties laws of Maryland, Chap. lxix. 1704.

I had originally sketched out the memoirs of some of our most illustrious characters in the prosecution of this profession; but as my language was more influenced by prejudice and fancy than fact, I take this opportunity of declaring to the publick, that I am willing to recall any satire that I have heretofore directed against any of those gentlemen, and to apologise particularly to Mr. Henry Pratt, and Mr. Nathan Tyson, for my Phillippics against them; but I must be permitted to controvert the negative reasoning in favour of usury. It is frequently asserted that there is no fundamental difference between the barter of paper and other commodities. I deny the position from experience, for instance—a merchant purchases 1000 barrels of flour at \$ 10 per barrel, on a credit of 60 days, on speculation; and as his notes are maturing without a prospect of those profits which his calculation had anticipated, he puts the same article into market at a sacrifice of 50 cents per barrel, in preference to commercial disgrace;—here ends the transaction, with the secret transfer of \$ 500 to his profit and loss account. But if the same merchant had committed his paper, to the amount of the flour in ten notes, to the disposition of a broker, whose business is measured by the extent of distress;

the grand rounds among the shavers, would have multiplied this merchant's units into tens, and after having been exhibited to many of those sharpers, at last a *shyllock* is found to give a something for it, whose distrust is constantly alive; and he is continually making impertinent enquiries, to the prejudice of the drawer. The note then *after* a lying-in of 60 days, is presented to bank for collection rydered by the endorsement of usury, which exposes the drawer to the criticisms of the bank officers; at the next board we find our merchant again recognised; his credit is lessened by reduction of discounts; after which calumny investigates this arrest of confidence, which creates despondency; pride loses her station; domestick endearments become soured under the weight of depression; and our disconsolate merchant flies again to the broker, and perhaps, adds the bottle, which copartnership never fails to destroy shattered credit, and advance a martyrdom to usury; which is prohibited by both divine and human law givers.

I have not the folly to denounce against every man's using his own money as may be best calculated to advance his interest; but I contend that the exercise of shavery, oppressively embarrasses a most respectable class of our fellow-citizens; I mean the mechanical grade of society. That part of the community are unpatronised by bank favours; and in many instances become victims to speculative screwing. When a job is offered, many meritorious applicants are candidates for it; this contest too frequently, lessens the price of labour to a mere cypher; well when the vessel is supplied with her outfits and the landlord turns his key on the finished house, the mechanick presents his bill, in conformity to contract. But instead of receiving pay-

ment for his labour, he has the frozen put off of "*call again*," when both the merchant and the householder knows, that "*call-again*" has neither an *associated* or *chartered currency*, which will either purchase iron, coal, or bread. The mechanick is then left to provide for his workmen; (whose families require a weekly reward of the husband's labour) probably after a whole day is consumed in trying to borrow as much money as will satisfy the calls of want he is at length compelled to market his own note for 60 days at the sacrifice of all the profit of his bill. After all this loss of time the economy of which is a mechanick's fortune, and as his note is maturing, he finds it necessary to visit "*Mr. call-again*" who reprobates his importunity, and then issues his note, without interest at sixty days. Here is an imperious distinction between the merchant and the mechanick; because a merchant would have coerced punctuality, or had the power of bank discount; but the poor mechanick is started with a promissory paper, which his necessities compel him to consign to the broker of shavery; this discount being paid, places the mechanick far behind his solvent position, when the contract commenced.

In my observations on this subject I do not allude to any individual; but whoever the cap fits, let him *wear it*.

Whenever the banking system will extend its advantages to the encouragement of labour, as well as the gratification of inordinate wealth, the community will become copartners in the welfare of public institutions; but so it is, that the promised advantages in all novel companies, the benefits of banking establishments are limited to the few, while the many are beggared by the change. I think the

agents of such establishments ought to form some plan for mechanical relief. In England, private banks feel it their indiscriminate duty to accommodate the farmer, tenant & mechanick, who cannot meet their engagements when due. This principle systematizes punctuality in all grades of society, and unites a general solicitude for the financial welfare of that government; which confidence has long been its salvation. If I do not trespass on the bye-laws of our banks, which it is not my intention to do, for to the Bank of Baltimore, with whom my negotiation did take place, I thus publickly offer my considerations of respect and gratitude; to its board, as well as all its subordinate officers, for their liberality, politeness and civility to me. But if they will adopt the following plan, I think the banking system will reciprocate the use of money with every class of citizens, agreeable to their avocations and punctuality. In the first place, I would not discount a note of accommodation for any stockholder who prosecuted commerce, if he represented more than 100 shares; because a merchant can at all times employ his funds to more profit in this day of funding system, than locking up his resources in bank shares; and if he speculates on his own money to the utmost link of his chain in stock; I think he is not entitled to bank patronage, where so many men confined to wants of justice, are excluded from any bank accommodation. Secondly, I would not discount any stockholder's note, who represented more than 100 shares that did not prosecute commerce, for while his capital is rolling to the standard of profit and dividend, he is furnished with bank monies for the purpose of *usurising* on the necessities of the friendless merchant and unprotected mechanick. I know some men who have pro-

cured discount from banks for the special intention of investing its stock while others of equal enterprize and integrity have been denied the rights of accommodation for the security of their credit; and I have known mammoths in shavery, monopolists in stock, receiving discounts for the continuance of their usury. Under those circumstances, how can the mechanick feel that consequence in society, that respect for their own emulation, and how can they encourage industry and punctuality? Our country has been reserved for domestick felicity, and equality of rights, but licentiousness is fast frittering away the first blessing, while the influence of wealth is making gigantick strides over the political birth right of the last.

I foresee that the foregoing observations will be ascribed to personal popularity, but as it was necessary for me to treat on shavery, I thought it equally my duty to salute my brother victims.

P. S. I have paid \$ 21,340 50 cents for my information, and entirely for the benefit of the farming interest.

A SHAVER.

I now, my fellow-citizens, will transport you from shavery to a shaver.—On the 24th of May last, after Walter Wilson had been an active assistant in advancing my martyrdom to usury, as Mr. Barclie's certificate testifies, he mentioned to me that he knew my distress for money to gratify the wants of country gentlemen, and that they had (meaning Cooke and Wilson) contemplated a mode of relief.

As Mr. Wilson had been in the habit of shaving my paper, I presumed that his wealth would be *volunteered on usurious interest* to meet my wants; but, strange to tell, his language was in the following

words : “ *We know you have business enough to employ three of us, and we have money sufficient to extricate you from all your difficulties.* ” The sound of “ *money enough,* ” worked my precipitate conversion to the views of those scoundrels, and I at once consented to a commercial connection, without ever consulting, or communicating the measure, to the partner of my bosom. My mind was so troubled with embarrassment as to totter pride from its pivot ; for in the energy of reflection, I would sooner have embraced a co-partnership with JOSEPH PILGRIM, *fruiterer*, than either Cooke or Wilson. He exhibits only the deformities of body ; but they have disclosed the vices of the blackest hearts.—Yes, my fellow-citizens, I did squeeze wax with Cooke and Wilson, when I knew that old *Paddy Wilson* served his apprenticeship to the menial duties of Sheridine’s hotel in Belfast ; and that he left Ireland in a hurry, or was conveyed by the navigation of captain Kell* to this country. Since his arrival, his residence at Fredericksburg, Baltimore, &c. will clearly testify, to that tribunal to which I have consigned him, how far his word or oath is to be respected. And I had also heard that his son Walter had ruined

* Great exceptions have been taken at my saying Paddy Wilson left Ireland in a hurry. The following fact gave rise to that observation : Capt. Kell had scarcely got his ship under way, before there was a royal mandate along side to demand the body of Paddy Wilson ; but as there was a fine breeze and a number of passengers on board, they all determined to resist regal authority sooner than heave to. This transaction I shall prove in court, by a gentleman of respectability, who came out at the same time with captain Kell. Every man must know what would have been captain Kell’s fate, if he had ever returned to Belfast. If the case was a civil one, he was liable for the debt, and would have been imprisoned for *contempt and resistance*.—If the case was a criminal one, he would have been tried as an accomplice of the offender, who he had knowingly assisted to escape from justice.

a most respectable citizen of Philadelphia, Mr. *Care*, from misplaced confidence in his integrity as a partner, as I shall prove before that tribunal which Irish *peep-of-day* boys will have to measure their merits. I had also heard that this said W. Wilson had left Philadelphia, after his having reduced Mr. Care from ease and affluence to dependance and ruin, in consequence of this said Wilson's creating a *fraudulent credit to the use of the said Paddy Wilson of this city*, who has become rich without prosecuting visible profit, and has defiled charity by begging for the poor, when his own family consumed the donations : This fact, I shall also satisfactorily establish.

As to Cooke, he is too contemptible to excite my particular animadversions, except to proclaim him as the *domino of the nefarious projects* of the Wilsons. —He looks more like the offspring of Neptune and a Carrickfurgus mermaid than any other familie that at present strikes my fancy.*

I say, my friends and fellow-citizens, I did embark in this infamous, disgraceful co-partnership, when I was ashamed of being seen walking the streets with those fellows ; and the day after this ill fated firm was announced, a gentleman of the highest respectability on the wharf roused me from my lethargick state, by observing, that he did not think my new connexion would importantly advance my consequence. From that moment my eyes were opened, and I found I was chained to the oar, with men that possessed only qualities to excite scorn and contempt. Then my determination was to ease off on the best

* With respect to Cooke and Wilson, my language must square with their insignificance.

terms I could, and in consequence of Walter Wilson's rejecting my paper offered agreeably to contract by Mr. Thomas Barclie, I peremptorily demanded a dissolution of the copartnerhip. I know I have been blamed for the indiscretion of embarking in this business; but, my friends and fellow-citizens, I hope you will receive an apology of madness for foible, and desperation for misfortune. You are now to know, that on the 11th of July, 1804, that *sinful firm* died a commercial death; and as I was anxious to get rid of those *impious* scoundrels, I gave them not only assignments to the full amount of their pretended claim against me, but issued my own notes payable by instalment, so as to secure them ultimate satisfaction. Yes, my fellow-citizens, all those events have occurred; now view Cooke and Wilson when they show in the streets, as men, who would swear the fair fame of any individual away on the slightest pretext, to satiate their malice; review their grand jury oaths, and then refer to their testimony in court to sacrifice me. They have endeavoured to impress the publick with an opinion that I deceived them as to my situation. Who can believe such an assertion, when they read Mr. Barclie's certificate? and when it was well known that Walter Wilson had not failed in Philadelphia, 12 months before he was a shipholder, and a shaver in Baltimore. In this last capacity he well knew my distress.—Did not this said Wilson, two days subsequent to the dissolution of the co-partnership, break open a letter directed to me, and take out of said letter a draft in my special favour for \$1500—and did he not obtain an acceptance on said draft, and hold possession of it until I threatened him with prosecution?—Joseph Redgrave will prove those facts

in the proper place. *They have obtained legislative relief*, in order to secure their bank stock, which is held in zig zag courtesy as common property for the benefit of that *failing family*. Yes, my friends and fellow-citizens, be it known to you, that Cooke and Wilson have secured insolvency,* when I have been refused the rights of misfortune, and also that bulwark of franchise which protects the citizen against oppression, and equalizes the constituted rights of man.—I most respectfully solicited a hearing to controvert exparte charges, but an *Englishman's letter*, who has neither citizenship or character, except what he derives from his Italian rondeaus and his wife's property, deprived me of it.

I say pause, wonder, and be astonished, that in this age of reason, that a letter should be read in an enlightened legislative body, pregnant with falsehood, and dictated by one of the most mystical characters, that ever disgraced residence in this land of liberty, highly implicating the moral rectitude of an innocent but persecuted fellow citizen, who has had the honour to represent a free people, and to legislate in those walls, and to be entertained at those festive boards, which Annapolis so hospitably and abundantly covers for the gratification of strangers, but under all those honours, I never lost sight of a regard to the wants and wishes of misfortune; yet I must be marked as the Cain who slew the Able,† because PONTIUS PILATE's records were produced, without permitting me to establish my innocence. However I must quote the applicable language of John Wilkes, Esq. when oppo-

* I have informed my political opponents that if they had granted my petition, that I would not have embraced its benefits on the same year that Cooke and Wilson did.

† Henry Ward.

fed in his election to the borough of Alesbury, by the *exchequer* influence, delivered in his own words to a venerable gentleman of that corporation, who related the same to me respecting his contested seat in parliament: "do not despair my friends, as good subjects of magnachartered monarchy; I shall rise superiour to the machinations of *wealth, power, and party*, persecution must travel its rounds, but publick opinion will investigate its pretensions, and justice will become triumphant," which it preeminently did in his case, for he not only established his seat for the term of his political wishes, but retired on the chamberlainship of the city of London, during his life.

I now surrender my shaver and his family to that jurisprudence that will administer justice to me; my intended assassin has been before the criminal, but not the civil court.

With respect to Edward Lloyd, Esq. I shall simply state my commercial relations with him; for notwithstanding the ground he has taken against me his friendly exertions for my establishment in this city, and the grateful remembrance of his father's civilities, added to my most affectionate attachment to his brother-in-law J. H. Nicholson, Esq. will for ever elevate my feelings above enmity against Mr. Lloyd; but it is necessary, as I was deprived of a hearing at the bar of the House of Representatives, to convince Mr. Lloyd that his opposition was not well founded.

Mr. Lloyd stated to the House of Representatives, that I had secured all my Baltimore creditors. A reference to J. & S. Stump, Mr. Hezekiah Waters, general Miller, and many others, will prove to the contrary. When I mentioned to those gentle-

men my intention of applying for an act of insolvency, they all replied that they had as much confidence in my integrity with a legal exoneration in my pocket, as without such protection; and their first wish was to see me again in business, in order that they might manifest their friendship.

Mr. Lloyd also stated to the House of Representatives, that I had amused him with security, and notwithstanding I had jeopardised him for near \$16000, that I had only given him security for \$500. In reply to this charge, I offer the following statement: I am endorser, or payer, with Mr. Lloyd, for about \$11,940

This sum is consigned to contest, and will not be brought to issue for several years. A reference to Baltimore county records will shew that Mr. Lloyd has positive security for \$9,000; and has also a note and accounts for at least \$1,000, which makes \$10,000.

Mr. Lloyd has also my life estate in my wife's property secured to him, limited to \$500 per annum, and collectable by distraint as well as the annual interest of the full sum demanded, together with costs. Mr. Lloyd is to recollect, that the note which Cooke & Wilson discounted for their shaving purposes, cannot be charged in his list of crimes against me; I know that Henry Ward is included in the deed above premised; but as his claim is principally founded on usury and deception, I shall prosecute him in both cases, and also for defamation.

Now, my friends and fellow citizens, let your attention be directed to my mitigation for using Mr. Lloyd's paper.

That gentleman on the 29th December, 1801, came to the city, and told me that he must have

\$4,000; this sum to a young beginner, without bank accommodation, certainly sounded large, at so dead a season; however I next day mentioned Mr. Lloyd's wants to my valuable friend John Stump, Esq.* who told me that a discount could be obtained, if I could procure another endorser, which I did from the signature of colonel James Hindman, and the money was raised. This accommodation continued from December, 1801, to June, 1804; so that my name was embarked for Mr. Lloyd's use, and the exclusion of my bank patronage, for near two years and six months to that amount. During this accommodation, which agreeably to the bye laws of the banks, was renewable every 60 days, Mr. Lloyd frequently neglected to forward his note, which event extremely perplexed me; for from his general punctuality colonel Hindman might have ascribed his inattention to improper views in me. During the last distressing winter for money, Mr. Lloyd again told me that he wanted an additional \$4,000, which I raised for him at 60 days. I acknowledge that this last loan was predicated on stored wheat; but it was deposited for Mr. Lloyd's advantage. My negotiations in the bank of Baltimore were reduced in the same ratio as my signature was offered to advance the accommodation of others. So that I clearly conceive that on banking action in as much as Mr. Lloyd commanded my credit, that I had a reciprocal right to use his paper for the relief of my distress, without causing the clamour of crime. If Mr. Lloyd's credit had suffered, or he had been compelled to lay down the amount of the paper

* Bank director.

mentioned, without a prospect of redemption, then that gentleman's opposition would have been highly justifiable; but as neither event has or can take place, I have no hesitation in saying, that under similar circumstances, I should issue the same paper; because I never *dreamed* injury, or *contemplated* incapacity as to the retirement of Mr. Lloyd's paper, especially after I *enslaved* myself to Cooke and Wilson, agreeable to Barclie's certificate, for its salvation.

Mr. Lloyd read my correspondence with him, as well as Henry Ward's letter to J. Gibson, and exhibited Mr. Gibson's notes to establish my crimes, and unhinge my pretensions to the rights of misfortune. It had the desired effect in the house of representatives, who came to grand-jury decision, on exparte say so.—But I must still suppose Mr. Lloyd to possess integrity, honour, and candour; and I do believe that his exasperation against me is the offspring of prejudice, issuing from characters that do not merit his confidence. As to John Gibson, if Mr. Lloyd will recur to his father's opinion of that marplot, it will furnish a formidable bulwark to secure Mr. Lloyd against his hypocrisy.—Horse contracts was the origin.

Mr. Lloyd having deprived me of the rights of misfortune, after securing my life estate in Mrs. Wilmer's property, so as to commit us at once to beggary, I did hope his revenge would have been gratified; but, strange to tell, he has cited me and my dear wife to appear in person before the chancellor at Annapolis on the third Tuesday of this month, when Mrs. Wilmer's delicate health, advanced by persecution as well as constitutional debility, has not permitted her to leave her house but once for three months. If the chancellor compels us to attend, we

shall be obliged to walk down,* for want of money to defray our expenses. However, I hope their is yet feeling and equity enough in Maryland to say that Mrs. Wilmer, who has been reared with as much tenderness, and has been as well educated as any of my persecutors' wives, shall not die on the road to Annapolis, because the omnipotence of wealth has demanded her personal examination : And I therefore hope the chancellor of Maryland will devise some plan to meet the wishes of Mr. Lloyd, without presuming our non-attendance a contempt of court.

I now conclude with Mr. Lloyd, by saying, that his professions of friendship to my wife in her scene of torture, and promises of protection to my child, are not forgotten ; nor is his father's politeness to me in consequence of my devotion to his nephews in England ; which attention the following facts will illustrate : On the 1st of June, 1787, capt. Strachn, who married the mother of Mrs. Richard Lloyd, desired an interview with me at his counting-house ; when I went, to my astonishment, I saw the three sons of Mr. Richard Lloyd : captain Strachn told me, that they must be sent to their father, and that he would not be answerable for their passages or sea-stores. The youngest son (whose name I do not now recollect) observed, with tears in his eyes, " Oh, Mr. Wilmer, how glad I should be to see my dear papa !" My heart could not remain insensible,

* If the Chancellor's functions will permit him to extend the time of summons until the navigation is restored, I know that either captains George or John Barber will give us a passage, and permit us to remain on board the packet until Mr. Lloyd's interrogatories are all answered.

when I contemplated three beautiful children, (whose father was in America, and whose mother was in Scotland), friendless in England, and on my leaving the counting-house, I told captain Strachan that Forrest and Stoddert, in whose employ I resided,* did not then transact col. Lloyd's business; but if my credit or pittance could secure the Master Lloyds a passage, that every effort should be essayed for their comfort; which was, without a guinea in my pocket, as the subsequent letter will demonstrate:

[COPY.]

London, 6th June, 1787.

COL. EDWARD LLOYD.

Sir,

This will be accompanied by your nephews, the Master Lloyds, whose departure I have interested myself in, or at least removed captain Gover's apprehensions with respect to the payment of their passages. I have also attended to his obtaining such stores, &c. as will contribute to render their situation comfortable; and flatter myself, from the captain's disposition to please, that they will experience every necessary attention from him.

With the highest respect and esteem,

I conclude, Sir,

Your most obedient servant,

S. WILMER.

P. S. I must refer you or Mr. Richard Lloyd to the captain for particulars.

* This is the first publick opportunity that has offered, to enable me to proclaim my unalterable gratitude to those gentlemen, as well as William Murdoch, Esq. for their innumerable acts of friendship to me.

L

I have now merely to observe, for the reflection of Mr. Lloyd, that I am the same man in 1805 (who his influence deprived of the rights of man) that I was in 1804, when he so strongly urged my claim for the rights of money, as a bank director; but I cannot conclude my observations without wishing that his prosperity may, through life, be commensurate with the temporal happiness of himself and family; and that his prejudice, founded on the deceit of fawners to wealth, may be removed from his experience of the wiles of mankind. It is, lastly, to be recollected, that whatever language my feelings from misfortune might have dictated to Mr. Lloyd, I recall every sentiment derogatory to the firmness of man and the energy of composure. The Wilmers, as a family, are as old and respectable as the Lloyds, and have as extensive claims to the confidence of their fellow-citizens.

It will be observed, that in consequence of John Gibson's exhibiting a letter from Henry Ward, communicating my acknowledgment to him that I had forged the note in Mr. Price's hands, it became necessary for me to address the assembly, in order to arrest publick prejudice, which I did by hand-bill, a copy of which occupies this pamphlet to the 21st page. This said letter from my *nobleman* has been most industriously made use of by John Gibson, to extend my injuries; and I now submit the following facts to individual reflection:

Can any person on earth suppose that if sin had advanced my depravity to so flagrant a transgression, that wickedness would not have invited secrecy; especially when the criminal jurisprudence of our country permits the prisoner in all cases to plead not

guilty ; and is not the jury charged with mercy, to presuppose innocence until guilt is fixed ? Yes, my friends and fellow-citizens, this is the practice of our courts ; and the annals of the old Bailey cannot furnish an instance of a prisoner's offering testimony to convict himself. I have heard of men who had committed murder, but for want of proof they escaped legal conviction ; but such was their remorse, that life was constantly wrestling with guilt : and they at last surrendered themselves, by confession, to the laws of their country, and the benignity of their God. Yes, that God before whom John Gibson must prostrate himself in humility, and on his last bed will his agonies be gnashed, for his cruel exertions to debase me and my family. *It is now to be known to you, that HENRY WARD and JOHN GIBSON were my constant visitors and solacers during my distress. I do believe that Ward shed more crocodile tears of sympathy in my house than ever issued from the platonic cogitations of Werter ; and yet this hero in profession has not only forfeited all his promises of friendship, but has positively travelled into the regions of falsehood to advance my sacrifice.* I now introduce three of J. Gibson's letters ; and will then proceed with my truths with respect to my precious defamers ; and I flatter myself that that tribunal before which they shall be summoned, will not only shake Gibson's cucumber mountains,* but command some of *Mrs. Ward's settlement*. But legal damages shall only partially compensate me for my sufferings.

* Magotty.

(No. 3.)

MR. SIMON WILMER, with $2\frac{1}{2}$ doz. of crabs.**Annapolis, May 29th, 1804.**Dear Sir,*

I shall enclose you a letter to the president and directors of the Union Bank of Baltimore, to be opened next week, their compliance requesting a discount, which will be a convenience to me; but, if it should not be complied with, I shall not be much mortified, as I mean it to be a fair *experiment* to see how far they mean to accomodate gentlemen in the country; however I shall say no more at present, they may reject it if they please, seal the letter and do me the favour to present it after reading. I wish you would do me the favour to be explicit with the directors, and give their answer fully stated for the following reasons, which you will not state to them, and I should not at this time communicate to you, but that you may be better able to state the request for discount, not in the humiliating way that is too often had recourse to, but as a right of accommodation on the terms held out. I can if they should refuse—then say that they do not mean an accommodation to the country, but that the evils are to be multiplied; on the other hand, if it is granted, I shall have all my claims paid into that bank, and increase my stock to a considerable amount, and its probable that my discounts afterwards would be continually lessening or rather varying, and it might be proper under those circumstances for me to have an account open at bank. My last letters from Philadelphia, state that the sales are going on for the recovery of about \$16000,†

* Yes he even crabbed me out of my money.

† Moon property.

and what I have due in Maryland is about \$ 6000,* none of which I ever mean to vest in land, but in stock; I am personally known to most of the directors, therefore you will say nothing to them as to what are my views. I am in a hurry, therefore must drop the subject. You and Mrs. Wilmer will be kind enough to accept of two and half dozen of crabs.

Yours sincerely,
JOHN GIBSON.

(No. 4.)
Friday morning.

My Dear Sir,

I wrote you a note yesterday morning by your servant, requesting to be informed what time I could have a few minutes conversation with you, but received no answer; you know very well that it was not to be a troublesome visitor but as a friend disposed to alleviate your disquiet, instead of increasing it,* I have done my business that I came upon, and intend to go down this morning in the packet, and wish to see you before I go, and will come up at any time you will be most disengaged.

Your friend,
JOHN GIBSON.

(No. 5.)
Sunday morning.

Dear Sir,

I was not well the last evening or should have called the last evening, after I had finished. Mr. Ward has determined to go to Annapolis, and will be up the last of the week, he has sent on a power

* Litigation docket with reference to gouty signatures.

† Sweet solace, this was the visit which announced Pratt and Tyson's forgery to sacrifice me.

of attorney to sell twenty shares, and the money to be brought down against his return. I shall leave Annapolis early to-morrow morning, & shall be here on Tuesday in the stage without fail, in the mean time consult Mr. Martin,* and have every thing arranged, as I am much straitened for time.

Yours respectfully,

JOHN GIBSON.

Now, reader, only examine letter No. 3, which was dictated for the express purpose of being shown, and yet he says, "do not communicate my views; I would not let you know them at this time, but to furnish you with argument to prove my right of accommodation." Now was it possible for this *busy body* to suppose that when he said *white*, I could not foresee that he intended *black*? however, I had too much respect for that board to insult their consequence with his insinuations, knowing that his exertions could not affect the charter.

Letter No. 4. teems with *solace*, but *its bottomry was malice*.

Letter No. 5, shews that he was the negotiator with Ward; and that his uneasiness was the sole cause of compromise, as Mr. Scott's assertions will prove, for I never thought that I was so far transported to the vortex of desperation as to believe that either Mr. Pratt, or Mr. Tyson would *perjure* themselves to destroy me or my family. No, I have more confidence in either of their *say so's* than I have in J. Gibson's oath, notwithstanding my imprudent language against those gentlemen created by the hypocritical communication and charges of crying

* Here again, is his acknowledgment of my innocence, because the attorney general would certainly not be the person I should employ to lift me out of an act of forgery, when his oath compels him to prosecute me.

Ward and lying Gibson, but at present I shall conclude with Gibson, submitting the following questions :

Did you not on my last loan of \$700, (which transaction extremely embarrassed me) promise and give me a letter to William Owings, Esq. soliciting his loan of a note, predicated on major Tilghman's wheat, for \$2000; and did you not go directly to Mr. Beall Owings, and tell him that I had a letter to that effect; but that he must not issue the note; and did I not call on Mr. Owings; and did he not refuse the note, observing that he had already advanced a sufficient sum on major Tilghman's wheat? But my mar-plot was off—this I call a trick.

Did you not advise Mrs. Wilmer not to give Mr. Lloyd any additional security? did he not tell me that unless I would give Mr. Lloyd satisfactory security, that his personal enmity, without reference to publick duty, would establish him my warmest enemy?

Did you not contract for a large quantity of wheat, with Chew and Betts, and Dr. Birkhead;* and in consequence of the rise in value were not you a defaulter in contract to the injury of those gentlemen?

Have you not sworn to a charge that has no foundation; and have you not tortured friendship into crime, and malice into villainy, for the purpose of sacrificing me and my family?

Whenever you can satisfactorily solve these questions, I will out of compassion permit you to enjoy my contempt.

At the sitting of the court of oyer and terminer and goal delivery for Baltimore county, in Novem-

* John Chew, Esq. is my informant.

ber last, four enditements were found against Mr. Wilmer for forgery. At the very last of the term a fifth presentment was made for forgery (the note of Mr. John Gibson) I believe there was time to prepare the enditement, before the grand jury was discharged. Then Mr. Wilmer had taken his trials upon the charges where enditements had been found, and had been acquitted, he requested me to prefer a petition for him to the general assembly, then sitting for an act of insolvency: I observed that I would recommend that the governour should be asked for a nolle prosequi upon the charge that remained untried, before a petition was presented to the legislature for an act of insolvency. Upon this subject I consulted with my colleague, Thomas Kell, Esq. who coincided in opinion with me. I then went to Annapolis; the governour granted the nolle prosequi, and I preferred Mr. Wilmer's petition to the legislature. The prayer for the nolle prosequi, did not originate with Mr. Wilmer, but with myself, and for the reasons above stated.

JOHN SCOTT.

Baltimore, Feb. 6th, 1805.

I now offer to my readers some facts relative to Henry Ward. They cannot interest the publick, except for the benefit of the family of mankind, whose association to protect innocence and repel guilt, is the individual duty of every member of the community. This *thing's* history, or Memoirs, are unknown to me, except from the communications of a gentleman lately returned from Europe, who attached the *nobility* to him that I have honoured him with. My acquaintance with him, will exhibit all the *soliloquies* between shavor and shavee: "*Alas! poor distress.*" "*Avaunt, misplaced usury.*" And

while his prospects were glittered with a three-fold premium, he was my *domestick solacer*, my *sir Pertinax Mac Sicophant*, my *sympathetick spiller of tears*. Oh! yes, he was "My Dear Sir," and "Your's ever dear sincerely." Yes, between those sweet deceivers in epistolary correspondences, I lost the profit of three year's labour; but if I ever have business again, it is to be recollected, that no transaction will be respected, in commercial relations, when a letter begins or ends with that language of deception. No; such *sweetness* shall be avoided with as much caution as a Guernsey smuggler does the rocks of Scilly! However, I will conclude with this *Italioni*, with the following questions; and whenever he answers them to my satisfaction, he shall receive the consideration of my most marked scorn:

Did you not marry a lady of respectable connexions and large fortune in Charleston; previously demanding a transfer of all her estate to your exclusive disposition.

Did you not introduce with your family at Annapolis, a certain fellow who bears the name of Browne, and did you not patronize his addresses to a young lady of Annapolis, who had no protection against the machinations of infamy and deception, when you knew that Browne (as he is called) was a married man?

Did you not leave Mrs. Ward in Annapolis in distress; and did I not procure her a passage to Charleston, and lay in every comfort that she required, notwithstanding it was reported that you had run off to England?

Did you not, after Mrs. Ward's arrival in Charleston, consign her to pittance and dependance, while you ponied up her cash to shave with through the

United States? And did you not promise, on the honour of a man, both to John Gibson and myself, that if I would execute certain papers, the note in Mr. Price's hands (which I had never seen since my passage of it to Nathan Tyson, and which you and Gibson both said was forged by Tyson and Pratt) should be taken up to gratify the distress of my sinking family, *who your mutual profession of sincerity had nearly murdered*; and after the said papers were executed before John Scott, Esq. did you not go to T. Price, Esq. for the purpose of having said note;—and did you not push off to Philadelphia, without fulfilling your engagement with respect to the note, which I had not a moment's discomposure about; for let my opinion have been ever so much warped by improper prejudices against Mr. Pratt and Mr. Tyson, I have never yet seen the day that they did not deserve more of my confidence than either Ward or Gibson?

Have you not wrote a letter to John Gibson, which begins "My Dear Sir," and ends "Your's ever dear sincerely," when not one vestige of truth can be found therein; and yet it commanded legislative attention? But if I could have been indulged with my franchise as a free-born citizen of Maryland, who has more than once politically represented a free people, I could have convinced that honourable body that the lies of my *nobleman* were as unfounded as *the lava of Mount Magotty's malice*. Yes, every member of that body would have exclaimed, that Henry Ward was a liar, and that John Gibson's note was a legal and equitable transaction. However, as Mr. Pratt will exonerate me, Mr. Gibson's strength of evidence and mine will be brought to a fair issue; but as that note now implicates no other persons but Ward and Gibson, no liability can attach

to me ; but Ward, as a hypocrite, stands unrivalled ; for at the moment he was shedding tears, under the pretended impulse of personal esteem, he told Mr. Lloyd that I had informed him that Mr. Lloyd's Wye estate was mortgaged to me,* which lie could only be equalled by his saying that C. Carroll, of Carrollton, senior, note was offered to him on a discount of three per cent per month, and that it was reported that I had furnished my brother with a large sum of money to invest for my use in South-Carolina ; when, on the contrary, my brother's expensive and painful trip to Europe did not leave him funds to pay his passage, and he was ultimately compelled to borrow \$500 from William Cooke, Esq. to take him comfortably to Charleston. I wish the citizens of Annapolis, by whom I was always treated with the most distinguished respect, could only hear Ward's coffee-house tete-a-tete about them, and I think but two sentiments would prevail—contempt and indignation.

You now see, my friends and fellow-citizens, that I have with manly fortitude and conscientious innocence, met the thorns of piercing opposition ; every step has been adopted to unhinge my firmness and destroy the felicity of my family ; but the efforts of malice have failed. Many of my *negative* friends were so alarmed as to advise me in all the cases to apply for a noli prosequi ; *but I thanked them for their solicitude for my safety, observing that I should always deprecate their temerity ; for that much virtue had been sacrificed for want of decision. And I really*

* I now beg leave to inform my readers that no observations of mine in any part of this pamphlet has the most distant allusion to Mr. Lloyd, except the pages particularly devoted to him. No ; he is not negative wealth, or a member of *great little mankind* ; but a gentleman.

have known characters to ebb down the current of time, covered with obliquy, who never merited a charge inimical to integrity, and where suspicion only created conviction, from tameness and taciturnity. Every man ought to be scouted from society, who will peaceably permit his posterity to inherit his disgrace; yes if every honest man would demand an investigation of the charges of malice, its venom would subside.

To those gentlemen who have conducted my commission business during my interregnum, I take this publick opportunity of returning my thanks for the zeal and fidelity with which they have maintained my consequence and advanced my interest; and as I cannot too highly appreciate their gratitude and integrity, I beg leave to tender them the whole profit of their labour as a small testimony of my esteem; but as I have no further employment for their affectionate services, I would advise them to adopt some line of business more appropriate to their respective talents, than grain-selling; for my friendship must assure them that the commission business requires much patience, much punctuality, and an extensive geographical information. It is necessary not only to know the product of the Ukraine, the supply wanted by the Atlantic countries of Europe, but where that demand is to be gratified from. Indeed it will be necessary for you to know the influence of the Monsoons, to know whether the sands of Arabia have injured the crops on the prolifick shores of Egypt. You must, my dear friends, be acquainted with all those circumstances to fit you for commission merchants, or else you will mislead your correspondents, and your captain will ridicule you.

But I cannot part with those tried friends, Mr. Richard Nicols, and Messrs. Barroll & Ricaud, with-

out some animadversions. It is a justice I owe my own feelings to explain the injury they have respectively directed against me. From Mr. Nicols I had no claim, except candour and a reciprocation of those civilities which I had shewn him since his commencement in the commission business; but from Messrs. Barroll & Ricaud I had much to expect; and as I know that a promulgation of services rendered extinguishes all obligation, I wish that principle to be applied to this case, as a final settlement of all transactions antierior to this publication, must be obliterated before I can again ever charitably respect that firm. I now declare to the world that when those gentlemen commenced business on the wharf under every possible disadvantage without friends or capital, that *my credit, my time, & my friendship*, were volunteered to advance their profit and consequence; and in all cases of endorsement, my name was given without reference to date or sum, and after they became members of my family, my attachment to James Barrol, almost rivalled my fraternity to my brother; and during my full tide of prosperity, it afforded me infinite pleasure to find that firm participate in the advantages of it; in fact my regard and confidence was boundless, for in all instances where I had grocery orders I transcribed and delivered them over to those gentlemen for execution, without even pricing an article. In many cases I had complaints of price and quality, and in some a return of the goods; but such was my delicacy that their feelings were never assailed by such circumstances. It is also to be understood, that at the expiration of every sixty days my note was given for the amount of running account during that time, so that the payments were negotiable and punctual.

Now, my friends and fellow citizens, permit me to illustrate the remuneration I have experienced for those unlimited acts of friendship. In the first place I admit that those gentlemen have occasionally lent me their paper, which was always duly honoured, except in the instance of Mr. Bassett's draft for between 7 and 800, which they endorsed to enable me to negotiate; and as that gentleman had sent on funds which were received and applied by Cooke and Wilson, I could not possibly provide for the same, in consequence of which my embarrassments were magnified to their primary wish; the event was immediately communicated to Mr. Ricaud who was then on the Eastern Shore, who, with telegraphick dispatch echoed my commercial disgrace through Kent county, and from thence proceeded to the residence of the highly respectable Mr. Bassett, where the budget was again opened, and my misfortunes triumphantly insulted; and without giving Mr. Bassett even time to demand an explanation from me, a writ was issued against him;* but their plan was to increase clamour against Wilmer. He will die hard; but every *galloway kick* pushes him a little further down the hill of misfortune.

* By William Barroll, Esq. of Chester town. In this case those gentlemen had the most unqualified assurance that the payer of the note was good, but Mr. Barroll's motive was to sanction clamour and extort a counter suit from Mr. Bassett, against me here, which did take place; and had it not have been for the friendship of Dr. Harris, who was the agent of Mr. Bassett, and the politeness of the marshal, I should have been dragged from my beloved family to the walls of confinement. Now, my friends and fellow-citizens, permit me to observe that William Barroll, Esq. and myself have been companions and friends from our infancy; and it is also to be known that Mr. Barroll, not many years since had to encounter the most painful afflictions that human incident could create, and the very moment the event was announced to me, (notwithstanding my extreme indisposition) I waved every domes-

Mr. Ricaud returns to Kent, *and while seated on my own saddle, and his nag directed by my own bridle,* did he travel from post to pillar to publish the solicitations of their firm for my business.—This was even before I surrendered it myself. Circulars were also sent to some of my most respectable connexions, whose reply was, that Messrs. Barrol and Ricaud might have waited until my shoes were unbuckled before they jumped into them. I say, after this said Benny Ricaud had aggravated my misfortunes to his primary wish, he returned to Baltimore, where I was in selfish captivity ; but the object was not yet consummated. It was well known that I was sued for enormous sums, which I did not owe a cent of ; and bail was required, from the clamours of the day industriously circulated by my enemies, and patronized by the taciturnity and grimace of my negative friends, notwithstanding their conviction of my innocence. I say, in this dilemma, instead of Barrol and Ricaud's coming forward, as I avow to my God I should have done under similar circumstances, towards either of them, "Mr. Wilmer, we sincerely regret that your misfortunes, from an over zeal to serve others, has placed you and your family in so painful a situation ; we come forward to assure you of our unceasing friendship, and a perfect confidence

tick concern, and flew to the administration of solace to my distressed friend, and his good venerable mother : here, I say, did I leave my own family and ride fifteen miles to soften the afflictions and to man the fortitude of my sinking friend, and when legislative interference was solicited, did I not in defiance of the clamour against Mr. Barroll accompany him to Annapolis where I found him almost friendless, but as my feelings were embarked to untrammel an injured man (from the most poignant of miseries) every effort was essayed by me to accomplish the object. Now, my friends and fellow citizens, I take my leave of William Barroll, Esq. for ever, and I wish you to contemplate my justification.

in your innocence of the charges which calumny has created against you ; but as we are young men, whose fortunes depend on our credit and industry, our services can only be limited ; but we should delight at all times in having an opportunity of manifesting our regard for yourself and family." This language would have embraced that philanthropy, gratitude, sympathy, and soul-like sincerity, as would have extorted this reply : " My dear friends, I highly estimate your fellow-feeling ; but sooner than jeopardize your credit or characters, I would suffer any mortification that the laws of my country may inflict." But instead of this conduct, they never came near me, but permitted me to be vilified in their presence, when they knew my innocence ; which was cruelty unparralleled, and ingratitude of the blackest die.

Under this pressure of misery and despondence, and when those men, from whom I had every claim short of implicating their property and credit, were nursing hope and fear that I should be saved. I say, in this situation did George Blackston (who misplaced confidence in mankind had once ruined) come forward on every occasion, and entered my special and appearance bail, to the full extent of his property. There was disinterested benevolence, tried friendship, and incommensurate philanthropy ; and if letters of blood could more expressively record my high sense of gratitude for the favours I have received from him during my scene of distress, my veins should be opened to furnish the materials. Now, my friends, view the contrast.

For Barrol and Ricaud I would have done every thing commercial within my power ; for G. Blackston, nothing.

From Barrol and Ricaud I received nothing but

the basest ingratitude; and from G. Blackston I have received more than I have language to express. This difference in man arises from this positive fact; that whenever you wish to make enemies of the world, neglect your own interest, and devote your whole time to the convenience of others; this is a certain way of succeeding in that principle.

I find, my friends and fellow-citizens, that much pains have been taken, in Kent county *particularly*, to establish the difference between the punctuality of Richard Nicolls, Esq. and myself; and that the farmers' money was frequently withheld for a limited time by me to their disadvantage. I plead guilty to the last charge, when applied to some instances; but I beg your attention to the following facts: Mr. Nicolls embraced the commission business from familiarised influence, and notwithstanding he enrolled many of my most valuable correspondents in the list of profit from *connectionship*, yet I challenge him or any other person to say that my conduct towards him ever exhibited any thing but candour without jealousy, and friendship without deception;—and whenever the indisposition of his family or any other local cause required Mr. Nicolls's absence, I sold his grain and transacted his business without fee or reward, with the same faithfulness that I did my own consignments.

After this explanation, I feel it my duty to account for the cause which has given rise to Mr. Nicolls' rumoured advantages over me. I may here again observe, that the disposition of the large proportions of grain was allotted to me; and as the market was frequently furcharged, I was compelled

to relieve it's burthen by selling large quantities of grain on credit, in order to fortify the farmer against the monied influence of this city; and in many cases I created a market from the accommodation, when enterprise had been lulled to lassitude, from the difficulty of obtaining money. I did all this at my own risk, and was frequently disappointed as to discounts on as good paper as could be offered to any bank. Well, if I shaved the note, the sacrifice of increased interest was mine, and in many instances the fact was so. However, the farmer, if he did not receive his money by the return of the boat, it was not long withheld from him; and the advanced price from those arrangements, fully compensated for the temporary detention of funds.

Now let us see what has been Mr. Nicolls's conduct: He had the smaller quantity of grain for sale, and my candour and friendship at all times announced my sales for his government;—and as I was the relief-guard of the market, there was always money sufficient to purchase his quantity, which enabled him to remit the funds: but, on the contrary, if the whole produce at particular periods had imperiously demanded cash sales, the farmer would have been a victim to speculators, instead of reciprocating advantages with the miller and merchant. For the confirmation of those facts, I appeal to every important character with whom I have had the honour to transact business.

I have lived, as before premised, on the most friendly, neighbourly, and business-doing terms, with Mr. Nicolls; but in all the trials of mischance, mishap, misfortune, and misgo, did Mr. Nicolls steadily cultivate the business of my friends, without a friendly visit or solitary reflection as to my situation.

But I most cheerfully and charitably forgive Mr.

Nicolls for his neglecting me in distress ; and appropriate his endeavouring to advance his interest ; but I cannot soon forget his protest of my order for ten dollars worth of groceries in favour of captain Coward, predicated specifically on the assurance that he had funds in hand deposited by captain Morgan Browne. This event happened when I was labouring under criminal charges, and of course furnished a fresh poignard to my piercing miseries. I declare that under similar circumstances, my high veneration and respect for Mr. Nicolls should not have halted at prosperity, but I would have followed his feelings to the gloom of adversity, without permitting ten dollars to have marred my benevolence. At the moment Richard Nicolls, Esq. belittled himself so far as to protest my order for ten dollars, which I thought he had in hand, NICHOLAS STRIKE, a constable of this city, in order to save the feelings of my *bleeding family*, voluntarily prevented official vigilance, by entering my special bail for \$10,000, which sum nearly implicated every shilling that had rewarded a life of labour. Here I found a heart which would have dignified a monarch in the possession of a tip-staff ; and for his magnanimity, benevolence and delicacy, I bind myself, my heirs and assigns in an obligation of the most lively gratitude to him and his heirs forever ; and I hope when such a proof of friendship is forgotten by me or mine, that our God will forget us. Great actions ought to be the offspring of wealth and power ; but in my pursuits through this world, I must acknowledge that even in the infancy of our country, wealth has committed such spoliation on native sincerity, that ostentation and folly are the general characteristics of monied influence, and that that grade of society which does not excite envy is the most to be relied

on ; they only require value for value, and a perfect reciprocation between obliger and obligee liquidates all accounts.

Having now travelled through my catalogue of misfortunes, I presume to tender my services to my school-mates, my acquaintance and my friends, in my old line of business ; and I pledge myself to my God, to you, and my country, that the utmost faithfulness shall attend every department of the business allotted to my charge ; and as I have dismantled myself from the importunity of negative wealth, and the hypocrisy of great little mankind, my whole time shall be devoted to the advancement of the interest of those who may be pleased to confide in me. And I beg leave to assure my patrons that I am now in a better situation to do them justice than I have been for the last three years ; and, in addition to my former business, I am to derive a commission for the sale of groceries for Messrs. Levering and Nelms, whose credit, capital and experience, added to the advantages of their stand, will, I hope, induce my friends generally to give those gentlemen a preference, especially as they are determined to extend their business to the supply of every article in the grocery line, which will gratify price, taste and purse. The usual variety of salt will always be on hand, and the receipt of storage will always be accommodated.

S. WILMER.

APPENDIX.

IT was represented to the House of Assembly, that I had received upwards of \$40,000, in a few months, before I extended my grace of payment, without having accounted for it; but if I could have enjoyed that privilege that I thought the constitution secured to every citizen, I should have convinced every member of that honourable body, that the following statements are facts:

A large sum was represented to have been raised on Samuel Ringgold's paper for my use.

With respect to his transactions, and mine, it is to be remembered that agreeable to Mr. Barclie's certificate and the amount of the award, my credit was embarked for upwards of \$30,000, on his account as I was compelled not only to endorse, but to issue my own paper for his purposes; and it would have been very hard under those circumstances, if my distresses, added to Mr. Ringgold's boundless professions, would not justify my use of his name for 6 or \$7,000. However, the amount of the award will retire the paper, and the difference between us would revert to its proper source, usury; so that not even impropriety, much less crime, can attach to me for this great sum, for which I have satisfactorily accounted.

Well then from Cooke & Wilson I had received \$14,000, (Old Paddy told a gentlemen in this city, 24,000) however, either sum was most rapidly found by those men after the failure of Walter Wilson, in Philadelphia. Now the fact is that Cooke & Wilson's proved account, under which they at-

tached my property, only amounts to \$8,245, which arises entirely from the retirement of country drafts, which they contracted to provide for; except the payment of some borrowed money; but their own proved statement in the hands of the printers will exhibit more money credits than debits in that account, and for this amount, as I have before mentioned, they have received country paper. This charge my reader will perceive, was also groundless.

Well then from Henry Ward, a huge sum was received.

Yes Henry Ward loaned me \$3,280 for twelve months, for my note for 4,000, and he at the same time lent a Mr. Ringgold 2,000 on the same terms. When our notes were at maturity, and as he did not want the money, I gave him a renewal and notes for the interest. This accounts for the large claim of Ward's against me, for my readers must all know that usury is a mammoth interest—but when it is compounded with slavery a small sum soon finds its double. Yes that was all the money I ever received from Ward, on continued loan, and that was near two years since.

Well then I have implicated Mr. Lloyd for about \$11,940, and I obtained the money at two and a half per cent per month, which reduced the sum to 11,283 33 cents; more than one third of this money was originally borrowed for Mr. Lloyd's use, and a long time since; but I continued to renew it, with my own notes and paid a shaving interest, after Mr. Lloyd's payment to me; for I must do him the justice to say that I never transacted business with more pleasure, and that I always found him strictly honourable and punctual. Well then the balance of the money received on the discount of Mr.

Lloyd's paper was applied to usury and the retirement of notes; for you are all to know, that let a man's mind be ever so much palsied by commercial embarrassments, pride will struggle against stoppage, while there is a dollar in bank; and if I had intended Mr. Lloyd an injury, by enriching myself at his expense, I could just as easily have raised \$50,000 on his paper as ten, but my motives were different; I expected to take up the paper, and to apologize to Mr. Lloyd for having used it.

And lastly it was stated to their honours that, I sold some bank shares for colonel Stewart, contrary to his orders; when the colonel left his certificate with me, he told me to write him, and as soon as the transfer books were opened that he would send on a power of attorney, and that I must transfer four shares to a gentleman in Prince George's county, and the balance I might sell whenever the price arrived at \$16, and that I might have the use of the money without interest, until he came up in August. At this juncture, I had to provide for Mr. Ringgold's man from afar, and actually sold colonel Stewart's shares at $12\frac{1}{2}$ to relieve Ringgold's pressure. This transaction can shew no crime, because I had only to transfer four shares when the books were opened, and I intended to shave one of Ringgold's notes for the purpose of purchasing four shares as well as to refund colonel Stewart his money at \$16 per share; however the dust could not be obtained and my embarrassments had arrived to that pitch, that I found it necessary to secure colonel Stewart; which I have most satisfactorily done, and for that gentleman's conduct to me generally, and his delicacy with respect to this transaction particularly, he shall always find my gratitude. Here again no money can be found transfer-

red to my coffers ; I acknowledge that it was wrong to apply Mr. Stewart's funds to satisfy Mr. Ringgold's debt ; but let every reader consider the ease and formality that attends commercial prosperity, and then permit themselves to be transported to the dark veil of agonized adversity, and then judge impartially and benevolently. Yes, my fellow-citizens, have I been held out as an aggressor of the most multiplied crimes, and with all the honours of novel, commercial mishap, as if mine was the first commercial misgo in this city, and as if I had flooded the world for its destruction ; but, my friends and fellow-citizens, where is the bank that has lost a shilling by me ; where is the merchant that has been injured by my purchases and non-payment ; where is the miller whose contracts with me have not been fulfilled ?

Where can a mechanick be found who will say that my dealings have trespassed on his convenience ; where is the farmer who exhibits loss by me, except on reciprocal speculation and accommodation ; and where is the friend who has or will ever suffer by confidence in me ;—and I finally hope that every shaver will receive his just demands, for I must candidly declare that they never came to me for paper, and that the monies I commanded from them was from my own solicitations ; but I also declare, that if there had not been shaving shops, I should now be a man of fortune. And now read, by way of my last dying speech as an author, the following questions :—

Where is the farmer whose debts of pressure were not relieved by my resources as far as my power extended ?

Where is the creek that wanted a boat for the comfortable transportation of the farmer and his

grain, but my exertions and my purse advanced that convenience—I mean in the counties where my business extended?

Where is the captain whose necessities required a limited advance of money, that was rejected on application to me?

Where is the fisherman who wanted salt through me, but received it on my credit?

Where is the parent who wished a situation for his son, through me, but what commanded my exertions, and frequently succeeded in his object?

When were the calls of want echoed at my door, without having charity extended to its relief?—No, my extension of grace beyond the bank byelaws will never consign a creditor to a *jail-death*, nor ever bankruptize a shaver.

Let my readers remember, that usury in finance is a physical lock-jaw; and that no profit or logick can arrest its poison.

FINIS.



ADVERTISEMENT.

I SINCERELY regret that my finances are so far *below par at present*, that I cannot defray the expenses of my pamphlet of defence, against the malicious charges which have *obloquized* my character for several months past; and I must therefore bear the mortification of offering it for sale.

It is to be recollected, my friends and fellow citizens, that the style is dictated by *feelings* without a critical reference to orthography, and as it has been composed no faster than the printers have furnished me with proof sheets, I hope to escape unfriendly remarks. The manuscript pamphlet I have so long promised for publick perusal, is entirely superseded by this which contains fact and misfortune: that was composed merely to gratify the spleen of the moment?

And I now presume to recommend my volume of painful events to the husband who loves his wife, and then let him contrast happiness and misery.

To the father who has sons maturing to manhood, in order to fortify the expanding mind against the shifts and hypocrisy of *great little mankind*.

To the religious, whose piety is at war with the snares of Satan.

To the merchant, whose negotiations for the convenience of *friendship* subjects him to the suspicion of forgery.

To the mechanick, whose labours are unrewarded, by the frozen put off of "call again."

To the shaver who extorts usury in violation of divine and human laws.

And lastly, to my brother victims to shavery in order to know that *Moses* have got the monies, but that law was favourable to the christian distress.

The publick's

Obedient servant,

SIMON WILMER.

P. S. If my language against any of my persecutors is considered rash by my readers, I must invite them to embrace those feelings which have naturally resulted from the most painful scenes, that persecution ever created against a fellow man.

S. W.

ERRATA.

Page 16, line 28, for "February 3," read February 18.

Page 20, line 24, for "John Hammond, Esq." read JOHN MONTGOMERY, Esq.

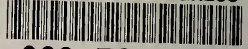
Page 22, line 5, for "*lies*," read *letters*.

Page 65, line 9, for "ingratitude," read *ingrates*.

Page 23, line 8, for "*direction*," read *devotion*.



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